

FRANCHISE
DECLARATORY RESOLUTION

NO. 715 - 1939

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, FIXING THE FORM OF CONTRACT WITH INDIANA SERVICE CORP. GIVING SAID CORPORATION THE RIGHT TO CONDUCT, OPERATE AND MAINTAIN TRACKLESS TROLLEY CARS AND MOTOR BUSES OVER AND ALONG CERTAIN STREETS AND OTHER PLACES IN THE CITY OF FORT WAYNE, INDIANA.

Declaratory Resolution adopted:
Mon. Oct. 11, 1939, 2:30 P.M.

Advertised: Oct. 12th-19th, 1939.

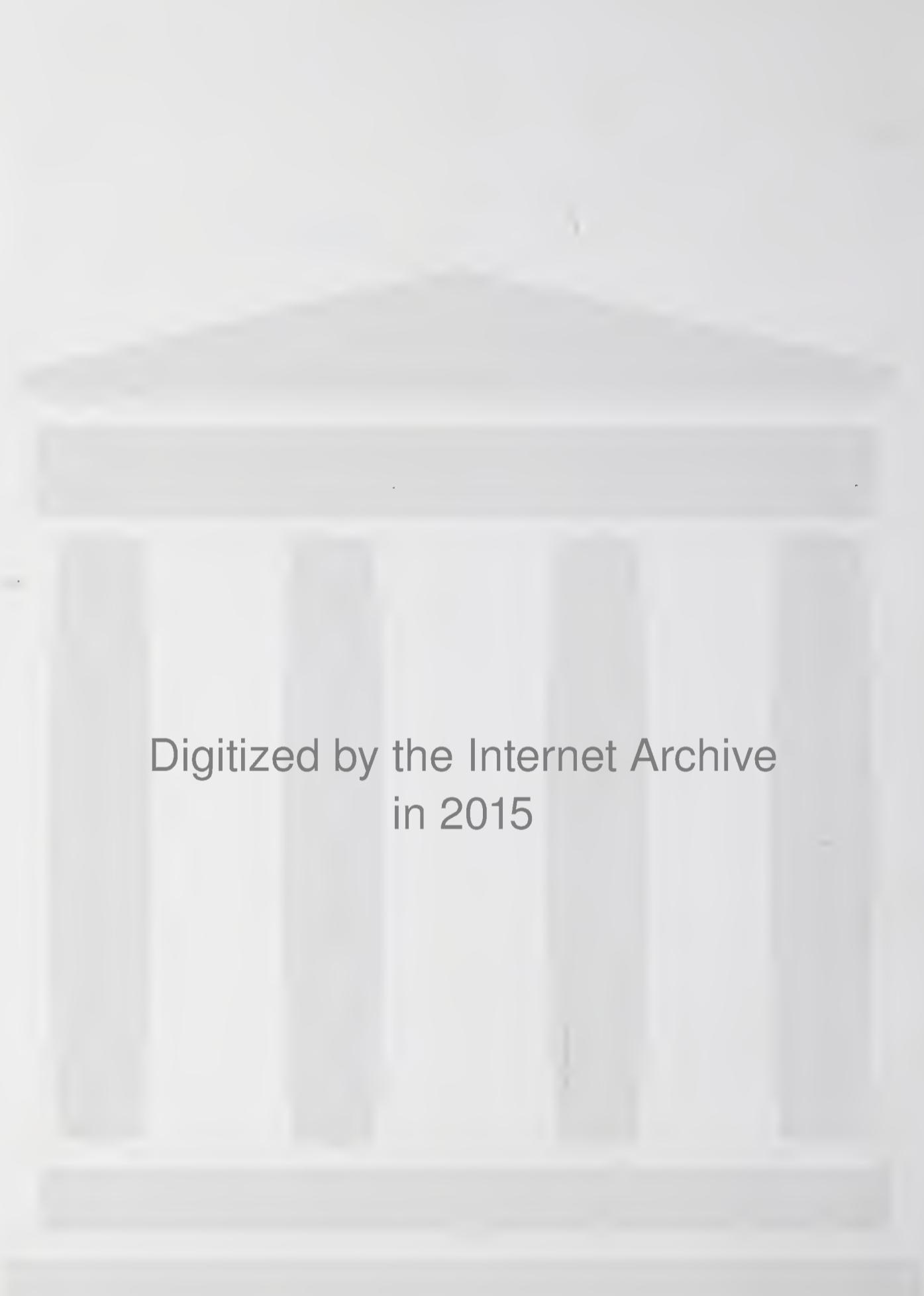
Hearing on Confirmation:
Mon. Oct. 30, 1939, 7:30 P.M.

Confirmatory Resolution adopted:
Mon. Oct. 30, 1939,

Ordered sent to Council Monday,
October 30, 1939.

Submitted to Council, Tuesday,
Oct. 31, 1939, 8:00 P. M.

General Ordinance No. 1993



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CONFORMITY RESOLUTION NO. 715

CONFIRMATORY RESOLUTION

CONFIRMATORY RESOLUTION NO. 715

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, at a meeting of said Board of Public Works, did determine the exact form in which a contract to and with Indiana Service Corporation giving said Corporation the right to locate, conduct, operate and maintain trackless trolley cars and motor buses over and along certain streets and other public places in the City of Fort Wayne, was to be finally adopted, and fixed the 30th day of October, 1939, at the hour of 7:30 o'clock, P. M., at the regular meeting place of said Board of Public Works in the City Hall in said City, as the time and place at which said contract was to be finally considered by said Board of Public Works; and

WHEREAS, proof of publication of the full and complete text of said proposed contract, in the Fort Wayne News-Sentinel and the Fort Wayne Journal-Gazette, respectively, on the 12th day of October, 1939 and the 19th day of October, 1939, being two daily newspapers of general circulation printed in the English language in said Allen County, Indiana, and proof of the posting of notice of the full and complete text of said proposed contract in ten public places within the said City of Fort Wayne, on the 12th day of October, 1939, has been duly made, and all of the terms and provisions of the statutes of the State of Indiana have been fully complied with; and

WHEREAS, at this meeting of the Board of Public Works of the City of Fort Wayne, held on the 30th day of October, 1939, commencing at the hour of 7:30 o'clock, P. M., a public hearing was had on said contract, and the protests, remonstrances, and arguments of all taxpayers of said City and their attorneys who appeared and made and filed protests against any or all of the provisions of said contract were duly heard and fully considered, and after consideration thereof were overruled, and it is now, on motion made and seconded:

RESOLVED, that the Board of Public Works of the City of Fort Wayne,

now enter into, make and execute the said contract to and with Indiana Service Corporation in the manner and form proposed by this Board of Public Works at its meeting on the 11th day of October, 1939, as it appears in the records of said meeting.

Adopted this 30th day of October, 1939.

ATTEST:

Clerk

Board of Public Works of
the City of Fort Wayne.



OFFICE OF
BOARD OF PUBLIC WORKS

C E R T I F I C A T E

FORT WAYNE, INDIANA

I, Charles F. Hess, the duly appointed, qualified and acting Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, do hereby certify that the attached copy of CONFIRMATORY RESOLUTION NUMBER 715, is a true, correct and compared copy of Confirmatory Resolution Number 715, as it appears in Minute Record of the Board of Public Works, Numbered 24 on pages 56 and 57.

WITNESS my hand and seal this 15th day of December, 1939.

Charles F. Hess
Chas. F. Hess
Clerk-Board of Public Works
City of Fort Wayne, Indiana

B. P. Shearon

Dr. Marshall Hall

CONFIRMATORY RESOLUTION NO. 715

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, at a meeting of said Board of Public Works, did determine the exact form in which a contract to and with Indiana Service Corporation giving said Corporation the right to locate, conduct, operate and maintain trackless trolley cars and motor buses over and along certain streets and other public places in the City of Fort Wayne, was to be finally adopted, and fixed the 30th day of October, 1939, at the hour of 7:30 o'clock, P. M., at the regular meeting place of said Board of Public Works in the City Hall in said City, as the time and place at which said contract was to be finally considered by said Board of Public Works; and

WHEREAS, proof of publication of the full and complete text of said proposed contract, in the Fort Wayne News-Sentinel and the Fort Wayne Journal-Gazette, respectively, on the 12th day of October, 1939 and the 19th day of October, 1939, being two daily newspapers of general circulation printed in the English language in said Allen County, Indiana, and proof of the posting of notice of the full and complete text of said proposed contract in ten public places within the said City of Fort Wayne, on the 12th day of October, 1939, has been duly made, and all of the terms and provisions of the statutes of the State of Indiana have been fully complied with; and

WHEREAS, at this meeting of the Board of Public Works of the City of Fort Wayne, held on the 30th day of October, 1939, commencing at the hour of 7:30 o'clock, P. M., a public hearing was had on said contract, and the protests, remonstrances, and arguments of all taxpayers of said City and their attorneys who appeared and made and filed protests against any or all of the provisions of said contract were duly heard and fully considered, and after consideration thereof were overruled, and it is now, on motion made and seconded:

RESOLVED, that the Board of Public Works of the City of Fort Wayne,

now enter into, make and execute the said contract to and with Indiana Service Corporation in the manner and form proposed by this Board of Public Works at its meeting on the 11th day of October, 1939, as it appears in the records of said meeting.

Adopted this 30th day of October, 1939.

Ward Beams
David Lewis
J H Johnson
Board of Public Works of
the City of Fort Wayne.

ATTEST:

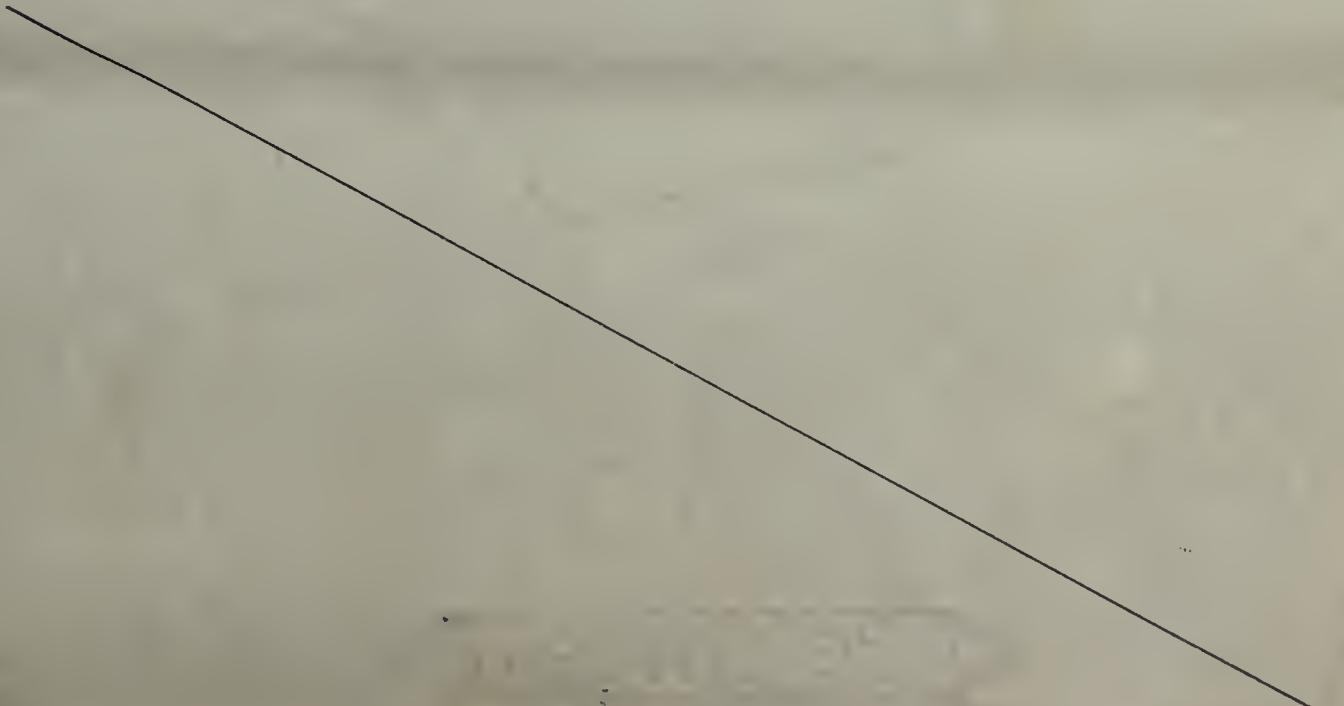
Charles F. Kern
Clerk

FORT WAYNE

^ DECLARATORY RESOLUTION NUMBER 715

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, FIXING THE FORM OF CONTRACT WITH INDIANA SERVICE CORPORATION GIVING SAID CORPORATION THE RIGHT TO LOCATE, CONDUCT, OPERATE AND MAINTAIN TRACKLESS TROLLEY CARS AND MOTOR BUSES OVER AND ALONG CERTAIN STREETS AND OTHER PUBLIC PLACES IN THE CITY OF FORT WAYNE, INDIANA.

WHEREAS, the Indiana Service Corporation, and the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, desire to enter into a contract giving to said Corporation, its successors and assigns, the right to locate, conduct, operate and maintain trackless trolley cars and motor buses over and along certain streets and other public places in said City, and said Board of Public Works has determined the exact form in which said contract is to be finally adopted, which form is in words and figures as follows, to-wit:



THIS AGREEMENT, made and entered into this _____ day of _____, 1939, by and between the City of Fort Wayne, in the County of Allen, Indiana, hereinafter called the "City", acting by and through its Board of Public Works, party of the first part, and Indiana Service Corporation, an Indiana corporation, hereinafter called the "Corporation", party of the second part, WITNESSETH:

WHEREAS, the Corporation has made a study of its present street railway system in the City of Fort Wayne and the use made by the traveling public of the various routes in such system, and after considering the density of passenger traffic, service to the greatest number under prevailing conditions and the present condition of its street railway system, proposes and believes it feasible, upon obtaining requisite approval of the Public Service Commission for the State of Indiana, the Securities and Exchange Commission, Washington, D. C. and the City, to institute trackless trolley car service on the streets and public places as hereinafter named in Section 1 hereof, and motor bus service on the streets and public places as herein-after named in Section 3 hereof; and

WHEREAS, as a part of such program the Corporation is desirous of and has requested the City to grant to the Corporation the rights, authority, privileges and permits hereinafter set forth upon the terms and conditions hereinafter contained;

NOW, THEREFORE:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain street cars of the trackless trolley type (hereinafter referred to as "trackless trolley cars"), equipped with rubber tires and operated without tracks or rails by means of electric power from overhead trolley wires, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit: *in accordance with aforesigned
C. C. T. December 21st*

On the Following
Named Streets

Calhoun Street
Sherwood Terrace
Calumet Avenue
Creighton Avenue
Wallace Street
John Street
Creighton Avenue
Lewis Street
Anthony Blvd
Wayne Trace
Warren Street
New Haven Ave
Bueter Road
Jefferson Street
Harmer Street
Washington Blvd
Wabash Avenue
Maumee Avenue
Warren Street
Main Street
Broadway
Columbia Avenue
Superior Street
Spy Run Avenue
State Street
LeRoy Avenue
Lynn Avenue
Columbia Street
Harrison Street
Clinton Street

Between the Following Named Streets

Superior Street
Calhoun Street
Sherwood Terrace
Broadway
Calhoun Street
Wallace Street
John Street
Calhoun Street
Lewis Street
Anthony Blvd
New Haven Ave
Wayne Trace
New Haven Ave
Calhoun Street
Jefferson Street
Harmer Street
Washington Blvd
Wabash Avenue
Maumee Avenue
Warren Street
Main Street
Broadway
Creighton Avenue
Bridge
Calhoun Street
Superior Street
Spy Run Avenue
State Street
State Street
Around parkway
Clinton Street
Columbia Street
Columbia Street

and Sherwood Terrace
and Calumet Avenue
and Calhoun Street
and Calhoun Street
and John Street
and Creighton Avenue
and Anthony Blvd
and Anthony Blvd
and Wayne Trace
and Warren Street
and Wayne Trace
and Bueter Road
and Pontiac Street
and Harmer Street
and Washington Blvd
and Wabash Avenue
and Maumee Avenue
and Warren Street
and Pittsburg Street
and Columbia Street Bridge
and Main Street
and Kensington Blvd
and Spy Run Avenue
and State Street
and LeRoy Avenue
and Lynn Avenue
in LeRoy Avenue
and Harrison Street
and Main Street
and Main Street

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trackless trolley cars of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect, operate, maintain, repair and renew poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the

operation and conduct of the trackless trolley cars in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work, (excluding maintenance and repairs) undertaken by or on behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana, now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the City's streets in the operation of the Corporation's trackless trolley cars, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trackless trolley cars, an amount equal to, and based on the rate of, Two hundred thirty-two dollars (\$232) per annum for each mile of street on which the Corporation shall operate trackless trolley cars without any regular and consistent common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trackless trolley cars, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of street on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trackless trolley cars (excluding, however,

all streets where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trackless trolley cars); (2) the aggregate number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by adding together the number of miles of street shown by said report for each and every day of such period; (3) the average number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether the trackless trolley cars are operated in each and every day of such period; and (4) the amount due for such six (6) months' period, to be determined by multiplying the said average number of miles for such period by One hundred sixteen dollars (\$116).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to trackless trolley cars, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof, and each and every ten (10) years thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice prior to the termination of such ten (10) year period, request a revision of the franchise fee for trackless trolley cars, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a

a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such Board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trackless trolley cars to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 3. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

Clinton Street
Penn Avenue
State Street
Spy Run Avenue
Taylor Street
Nelson Street
Stophlet Street
Broadway
Jefferson Street
Van Buren Street
Washington Blvd
Broadway
Wells Street
State Street
St. Marys Avenue
Goshen Avenue
Sherman Blvd

Between the Following Named Streets

State Street
Between Branches
Clinton Street
State Street
Broadway
Taylor Street
Nelson Street
Stophlet Street
Broadway
Jefferson Street
Van Buren Street
Washington Blvd
Huffman Street
Wells Street
State Street
St. Marys Avenue
Goshen Avenue
and Penn Avenue
of Clinton Street
and Spy Run Avenue
and Clinton Street
and Townsend Street
and Stophlet Street
and Broadway
and Taylor Street
and Garden Street
and Washington Blvd
and Broadway
and Jefferson Street
and State Street
and St. Mays Avenue
and Goshen Avenue
and Sherman Blvd
and State Street

and on each and all of the streets, alleys and public places intersecting and crossing the above named streets and public places on which the motor buses of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds and such temporary variations from the above named streets, or any of them as may from time to time be required to meet emergencies or unusual conditions, and in, over, upon and along such other streets and public places in the said City of Fort Wayne, and portions, thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The rights, authority, privileges, franchises and permits granted by this Section 3 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the certificates of public convenience and necessity for the operation of motor buses under or by virtue of the Motor Vehicle Act of the State of Indiana, now owned or held or hereafter acquired by the Corporation, and the City hereby consents to and approves the establishment and operation, under a certificate or certificates of public convenience and necessity issued by the Public Service Commission for the State of Indiana, of motor buses by the Corporation upon the above named streets and public places on which the motor buses of the Corporation are

to be operated.

Section 4. The Corporation, for the use of the City's streets in the operation of the Corporation's motor buses, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to motor buses, an amount equal to, and based on the rate of, Fifteen dollars (\$15) per annum for each motor bus of the Corporation in regular and scheduled operation in the said City of Fort Wayne (excluding those motor buses required for extra or unusual operations or as a substitute for regularly scheduled motor buses), which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) months' period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents (\$7.50).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten (10) years thereafter, either party hereto may, upon and by giving ninety (90) days advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members, to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

In the Following
Named Streets

State Street
Spy Run Avenue
Columbia Street
Main Street
LaFayette Street
Jefferson Street
Harmer Street
Washington Blvd

Between the Following Named Streets

Spy Run Avenue and Randalia Drive
State Street and Clinton Street
Clinton Street and Kensington Blvd
Clinton Street and LaFayette Street
Main Street and Jefferson Street
LaFayette Street and Harmer Street
Jefferson Street and Washington Blvd
Harmer Street and Glasgow

On the Following
Named Street

Lewis Street
Maumee Avenue
Reynolds Street
Summer Street
Schele Avenue
Edsall Avenue
Calhoun Street
Taylor Street
Wallace Street
John Street
Creighton Avenue

Between the Following Named Streets

Calhoun Street
Fletcher Street
Warren Street
Reynolds Street
Summer Street
Raymond Avenue
Pontiac Street
Broadway
Calhoun Street
Wallace Street
John Street
and Anthony Blvd
and Priv. R. of Way
and Summer Street
and Schele Avenue
and Edsall Avenue
and Schele Avenue
and Congress Street
and Ardmore Avenue
and John Street
and Creighton Avenue
and Anthony Blvd

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus service rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

State Street
Highlands Blvd
Purdue Street
Cambridge Blvd

Between the Following Named Streets

St. Marys Avenue
State Street
Highlands Blvd
Purdue Street
and Highlands Blvd
and Purdue Street
and Cambridge Blvd
and State Street

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment.

mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accommodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless trolley cars and motor buses clean, properly ventilated and heated, provided with

comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with, the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns, with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or

become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth (1/4) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth (1/4) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails,

ties, brick, and all other equipment, appurtenances and materials removed by the City.

Section 12. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGALITY

By _____

By _____
City Attorney

Its Board of Public Works

ATTEST:

Clerk

Mayor

INDIANA SERVICE CORPORATION

By _____
President

ATTEST:

Secretary

NOW, THEREFORE, BE IT RESOLVED that pursuant to the Statutes of Indiana in such case made and provided, said Board of Public Works does now fix the time at which said contract shall be finally considered as the 30th day of October, 1939, at the hour of 7:30 o'clock, P. M., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, at which time and place a public hearing shall be had and any taxpayer in said city may appear and file protest against any and all of the provisions of said contract.

BE IT FURTHER RESOLVED that Indiana Service Corporation shall, at its own expense, cause the full and complete text of said contract to be published as required by law with notice of the time and place of said hearing in Fort Wayne News-Sentinel and Fort Wayne Journal-Gazette, being two daily newspapers of general circulation, printed in the English language, in said Allen County, Indiana. Said Indiana Service Corporation shall likewise post copies of said contract and notice of the time and place of said hearing in ten public places in said City of Fort Wayne. *

ADOPTED this 11th day of October, 1939.

ATTEST:

Char. F. Hess.
Clerk.

W. H. Bean
David Lewis
J. H. Johnson
Board of Public Works of the City of
Fort Wayne.

NOTICE TO TAXPAYERS

Public notice is hereby given that the Board of Public Works of the City of Fort Wayne, in Allen County, Indiana, desiring to enter into a contract with Indiana Service Corporation, did at a meeting of said Board of Public Works, held on the 11th day of October, 1939, determine the exact form in which said contract is to be finally adopted, which form is in words and figures, as follows:

THIS AGREEMENT, made and entered into this _____ day of _____, 1939, by and between the City of Fort Wayne, in the County of Allen, Indiana, hereinafter called the "City", acting by and through its Board of Public Works, party of the first part, and Indiana Service Corporation, an Indiana corporation, hereinafter called the "Corporation", party of the second part, WITNESSETH:

WHEREAS, the Corporation has made a study of its present street railway system in the City of Fort Wayne and the use made by the traveling public of the various routes in such system, and after considering the density of passenger traffic, service to the greatest number under prevailing conditions and the present condition of its street railway system, proposes and believes it feasible, upon obtaining requisite approval of the Public Service Commission for the State of Indiana, the Securities and Exchange Commission, Washington, D. C. and the City, to institute trackless trolley car service on the streets and public places as hereinafter named in Section 1 hereof, and motor bus service on the streets and public places as herein-after named in Section 3 hereof; and

WHEREAS, as a part of such program the Corporation is desirous of and has requested the City to grant to the Corporation the rights, authority, privileges and permits hereinafter set forth upon the terms and conditions hereinafter contained;

NOW, THEREFORE:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain street cars of the trackless trolley type (hereinafter referred to as "trackless trolley cars"), equipped with rubber tires and operated without tracks or rails by means of electric power from overhead trolley wires, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

Calhoun Street
Sherwood Terrace
Calumet Avenue
Creighton Avenue
Wallace Street
John Street
Creighton Avenue
Lewis Street
Anthony Blvd
Wayne Trace
Warren Street
New Haven Ave
Bueter Road
Jefferson Street
Harmer Street
Washington Blvd
Wabash Avenue
Maumee Avenue
Warren Street
Main Street
Broadway
Columbia Avenue
Superior Street
Spy Run Avenue
State Street
LeRoy Avenue
Lynn Avenue
Columbia Street
Harrison Street
Clinton Street

Between the Following Named Streets

Superior Street
Calhoun Street
Sherwood Terrace
Broadway
Calhoun Street
Wallace Street
John Street
Calhoun Street
Lewis Street
Anthony Blvd
New Haven Ave
Wayne Trace
New Haven Ave
Calhoun Street
Jefferson Street
Harmer Street
Washington Blvd
Wabash Avenue
Maumee Avenue
Warren Street
Main Street
Broadway
Creighton Avenue
Bridge
Calhoun Street
Superior Street
Spy Run Avenue
State Street
State Street
Around parkway
Clinton Street
Columbia Street
Columbia Street
and Sherwood Terrace
and Calumet Avenue
and Calhoun Street
and Calhoun Street
and John Street
and Creighton Avenue
and Anthony Blvd
and Anthony Blvd
and Wayne Trace
and Warren Street
and Wayne Trace
and Bueter Road
and Pontiac Street
and Harmer Street
and Washington Blvd
and Wabash Avenue
and Maumee Avenue
and Warren Street
and Pittsburg Street
and Columbia Street Bridge
and Main Street
and Kensington Blvd
and Spy Run Avenue
and State Street
and LeRoy Avenue
and Lynn Avenue
in LeRoy Avenue
and Harrison Street
and Main Street
and Main Street

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trackless trolley cars of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect, operate, maintain, repair and renew poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the

operation and conduct of the trackless trolley cars in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana, now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the City's streets in the operation of the Corporation's trackless trolley cars, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trackless trolley cars, an amount equal to, and based on the rate of, Two hundred thirty-two dollars (\$232) per annum for each mile of street on which the Corporation shall operate trackless trolley cars without any regular and consistent common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trackless trolley cars, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of street on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trackless trolley cars (excluding, however,

all streets where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trackless trolley cars); (2) the aggregate number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by adding together the number of miles of street shown by said report for each and every day of such period; (3) the average number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether the trackless trolley cars are operated in each and every day of such period; and (4) the amount due for such six (6) months' period, to be determined by multiplying the said average number of miles for such period by One hundred sixteen dollars (\$116).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to trackless trolley cars, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof, and each and every ten (10) years thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice prior to the termination of such ten (10) year period, request a revision of the franchise fee for trackless trolley cars, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a

a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trackless trolley cars to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 3. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

Clinton Street
Penn Avenue
State Street
Spy Run Avenue
Taylor Street
Nelson Street
Stophlet Street
Broadway
Jefferson Street
Van Buren Street
Washington Blvd
Broadway
Wells Street
State Street
St. Marys Avenue
Goshen Avenue
Sherman Blvd

Between the Following Named Streets

State Street
Between Branches
Clinton Street
State Street
Broadway
Taylor Street
Nelson Street
Stophlet Street
Broadway
Jefferson Street
Van Buren Street
Washington Blvd
Washington Blvd
Huffman Street
Wells Street
State Street
St. Marys Avenue
Goshen Avenue
Goshen Avenue
and Penn Avenue
of Clinton Street
and Spy Run Avenue
and Clinton Street
and Townsend Street
and Stophlet Street
and Broadway
and Taylor Street
and Garden Street
and Washington Blvd
and Broadway
and Jefferson Street
and State Street
and St. Marys Avenue
and Goshen Avenue
and Sherman Blvd
and State Street

and on each and all of the streets, alleys and public places intersecting and crossing the above named streets and public places on which the motor buses of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds and such temporary variations from the above named streets, or any of them as may from time to time be required to meet emergencies or unusual conditions, and in, over, upon and along such other streets and public places in the said City of Fort Wayne, and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The rights, authority, privileges, franchises and permits granted by this Section 3 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the certificates of public convenience and necessity for the operation of motor buses under or by virtue of the Motor Vehicle Act of the State of Indiana, now owned or held or hereafter acquired by the Corporation, and the City hereby consents to and approves the establishment and operation, under a certificate or certificates of public convenience and necessity issued by the Public Service Commission for the State of Indiana, of motor buses by the Corporation upon the above named streets and public places on which the motor buses of the Corporation are

to be operated.

Section 4. The Corporation, for the use of the City's streets in the operation of the Corporation's motor buses, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to motor buses, an amount equal to, and based on the rate of, Fifteen dollars (\$15) per annum for each motor bus of the Corporation in regular and scheduled operation in the said City of Fort Wayne (excluding those motor buses required for extra or unusual operations or as a substitute for regularly scheduled motor buses), which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) months' period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents (\$7.50).

The Corporation, concurrently with the making and filing of said report, shall pay the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payments and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten (10) years thereafter, either party hereto may, upon and by giving ninety (90) days' advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

State Street
Spy Run Avenue
Columbia Street
Main Street
LaFayette Street
Jefferson Street
Harmer Street
Washington Blvd

Between the Following Named Streets

Spy Run Avenue and Randalia Drive
State Street and Clinton Street
Clinton Street and Kensington Blvd
Clinton Street and LaFayette Street
Main Street and Jefferson Street
LaFayette Street and Harmer Street
Jefferson Street and Washington Blvd
Harmer Street and Glasgow

On the Following
Named Streets

Lewis Street
Maumee Avenue
Reynolds Street
Summer Street
Schele Avenue
Edsall Avenue
Calhoun Street
Taylor Street
Wallace Street
John Street
Creighton Avenue

Between the Following Named Streets

Calhoun Street
Fletcher Street
Warren Street
Reynolds Street
Summer Street
Raymond Avenue
Pontiac Street
Broadway
Calhoun Street
Wallace Street
John Street

and Anthony Blvd
and Priv. R. of Way
and Summer Street
and Schele Avenue
and Edsall Avenue
and Schele Avenue
and Congress Street
and Ardmore Avenue
and John Street
and Creighton Avenue
and Anthony Blvd

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus service rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

State Street
Highlands Blvd
Purdue Street
Cambridge Blvd

Between the Following Named Streets

St. Marys Avenue
State Street
Highlands Blvd
Purdue Street

and Highlands Blvd
and Purdue Street
and Cambridge Blvd
and State Street

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment

mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accomodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless trolley cars and motor buses clean, properly ventilated and heated, provided with

comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns, with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or

become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth (1/4) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth (1/4) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails, ties, brick and all

other equipment, appurtenances and materials removed by the City.

Section 12. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGALITY

By _____

By _____

City Attorney

Its Board of Public Works

ATTEST:

Clerk

Mayor

INDIANA SERVICE CORPORATION

By _____

President

ATTEST:

Secretary

Public notice is further given that said Board of Public Works did also fix the time at which said contract shall be finally considered as the 30th day of October, 1939, at the hour of 7:30 o'clock, P. M., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana, at which time and place a public hearing will be had and at which any taxpayer may appear and file protest against any and all of the provisions in said contract.

John G. Gleams
David Lewis
J. H. Johnson
Board of Public Works of the City of
Fort Wayne

ATTEST:

Chas. F. Herr
Clerk.

PROOF OF PUBLICATION

STATE OF INDIANA)
) SS.
COUNTY OF ALLEN)

JOHN R. MCKAY, being first duly sworn, on oath deposes and says that he is the duly authorized agent of Indiana Service Corporation, an Indiana corporation, and that on behalf of said Corporation and at the expense of said Corporation, he caused a full and complete text of the contract between the Board of Public Works of the City of Fort Wayne, in Allen County, Indiana, and the Indiana Service Corporation, together with the notice of a public hearing thereon, to be published in the Fort Wayne News-Sentinel and the Fort Wayne Journal-Gazette, respectively, on the 12th day of October, 1939 and the 19th day of October, 1939, the same being two daily newspapers of general circulation printed in the English language in Allen County, Indiana, and being indicated by the said Board of Public Works; that attached hereto, marked Exhibit "A," and Exhibit "B," respectively, are affidavits of the publishers of said newspapers, showing proof of publication in said newspapers, together with copies of the notice so published; that on the 12th day of October, 1939, he also did post copies of such contract, together with the notice of a public hearing thereon, in ten public places in said city; and that attached hereto marked Exhibit "C," is a copy of the notice posted as aforesaid in ten public places in said city and on the back thereof are listed the places where said notice was posted.

John R. McKay

Subscribed and sworn to before me this 30th day of October, A. D. 1939.

Grace K. Misner
Notary Public

My commission expires March 18, 1943.

PROOF OF PUBLICATION

STATE OF INDIANA, ALLEN COUNTY, SS.

In the City of Fort Wayne, October 27th A. D. 1939

Personally appeared before the undersigned, Martha L. Branning, who, being duly sworn according to law, saith that she is the Secretary-Treasurer of

The Fort Wayne News-Sentinel,

a Daily Newspaper of general circulation, printed and published in said County and State, and that the notice herewith attached was published in the said Fort Wayne News-Sentinel in the daily edition for two times, the first publication being on the 12th day of October, 1939; the second on the 19th day of October, 1939 and the third on the day of

19 ; and the fourth on the day of , 19 .

Subscribed and Sworn To before me, this 27th day of October, 1939.

Faye L. Laudeman
Notary Public.

My Commission expires March 7, 1940

Exhibit "A"

Exhibit "A"

The Fort Wayne

News-Sentinel

No.

PROOF OF PUBLICATION

VS.

Filed 19.....

Printer's Fee, \$

Form No. 79

PROOF OF PUBLICATION

STATE OF INDIANA, ALLEN COUNTY, SS.

In the City of Fort Wayne,

A. D. 193

Personally appeared before the undersigned

A. F. SCHERER

who being duly sworn according to law, says that he
is the **SECRETARY** of the

Fort Wayne Journal-Gazette

a Daily Newspaper of general circulation printed and
published in said County and State; and that the
notice herewith attached was published in the said
Fort Wayne Journal-Gazette

two times successively, the first publication
being on the 17 day of Oct 1939;
the second on the 19 day of Oct 1939;
the third on the _____ day of _____ 1939;
the fourth on the _____ day of _____ 1939;

a. f. scherer

SUBSCRIBED AND SWORN to before me this

19 day of Oct 1939

Elizabeth C. Harkenrider
Elizabeth C. Harkenrider
Notary Public, Allen County.

My commission expires May 18, 1941

BELIEVE

S BASE

NOTICE TO TAXPAYERS.

Public notice is hereby given that the Board of Public Works of the City of Fort Wayne, in Allen County, Indiana, desiring to enter into a contract with Indiana Service Corporation, did at a meeting of said Board of Public Works, held on the 11th day of October, 1939, determine the exact form in which said contract is to be finally adopted, which form is in words and figures, as follows:

THIS AGREEMENT, made and entered into this _____ day of _____, 1939, by and between the City of Fort Wayne, in the County of Allen, Indiana, hereinafter called the "City," acting by and through its Board of Public Works, party of the first part, and Indiana Service Corporation, an Indiana corporation, hereinafter called the "Corporation," party of the second part, WITNESSETH:

WHEREAS, the Corporation has made a study of its present street railway system in the City of Fort Wayne and the use made by the traveling public of the various routes in such system, and after considering the density of passenger traffic, service to the greatest number under prevailing conditions and the present condition of its street railway system, proposes and believes it feasible, upon obtaining requisite approval of the Public Service Commission for the State of Indiana, the Securities and Exchange Commission, Washington, D. C. and the City, to institute trackless trolley car service on the streets and public places as hereininafter named in Section 1 hereof, and motor bus service on the streets and public places as hereininafter named in Section 3 hereof; and

WHEREAS, as a part of such program the Corporation is desirous of and has requested the City to grant to the Corporation the rights, authority, privileges and permits hereinafter set forth upon the terms and conditions hereinafter contained;

NOW, THEREFORE:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain street cars of the trackless trolley type (hereinafter referred to as "trackless trolley cars"), equipped with rubber tires and operated without tracks or rails by means of electric power from overhead trolley wires, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following

Named Streets	Between the Following	Named Streets
Calhoun Street	Superior Street	Sherwood Terrace
Sherwood Terrace	Calhoun Street	and Calumet Avenue
Calumet Avenue	Sherwood Terrace	and Calhoun Street
Creighton Avenue	Broadway	and John Street
Wallace Street	Calhoun Street	Creighton Avenue
John Street	Wallace Street	and Anthony Blvd.
Creighton Avenue	John Street	and Anthony Blvd.
Lewis Street	Calhoun Street	and Wayne Trace
Anthony Blvd.	Lewis Street	and Warren Street
Wayne Trace	Anthony Blvd.	and Wayne Trace
Warren Street	New Haven Ave.	and Bueter Road
New Haven Ave.	Wayne Trace	and Pontiac Street
Bueter Road	New Haven Ave.	and Harmer Street
Jefferson Street	Calhoun Street	and Washington Blvd.
Harmer Street	Jefferson Street	and Wabash Avenue
Washington Blvd.	Harmer Street	and Maumee Avenue
Wabash Avenue	Washington Blvd	and Warren Street
Maumee Avenue	Wabash Avenue	and Pittsburg Street
Warren Street	Maumee Avenue	and Columbia Street Bridge
Main Street	Broadway	and Main Street
Broadway	Creighton Avenue	and Kensington Blvd.
Columbia Avenue	Bridge	and Spy Run Avenue
Superior Street	Calhoun Street	and State Street
Spy Run Avenue	Superior Street	and LeRoy Avenue
State Street	Spy Run Avenue	and Lynn Avenue
LeRoy Avenue	State Street	in LeRoy Avenue
Lynn Avenue	Around parkway	and Harrison Street
Columbia Street	Clinton Street	and Main Street
Harrison Street	Columbia Street	and Main Street
Clinton Street	Columbia Street	and Main Street

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trackless trolley cars of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect, operate, maintain, repair and renew poles, supports, span wires, transmission and feeder wires, ~~trolley~~ wires, conduits conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the operation and conduct of the trackless trolley cars in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana, now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the City's streets in the operation of the Corporation's trackless trolley cars, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trackless trolley cars, an amount equal to, and based on the rate of, Two hundred thirty-two dollars (\$232) per annum for each mile of street on which the Corporation shall operate trackless trolley cars without any regular and consistent common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trackless trolley cars, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of street on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trackless trolley cars (excluding, however, all streets where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trackless trolley cars); (2) the aggregate number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by adding together the number of miles of street shown by said report for each and every day of such period; (3) the average number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether the trackless trolley cars are operated in each and every day of such period; and (4) the amount due for such six (6) months' period, to be determined by multiplying the said average number of miles for such period by One hundred sixteen dollars (\$116).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to trackless trolley cars, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof, and each and every ten (10) years thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice prior to the termination of such ten (10) year period, request a revision of the franchise fee for trackless trolley cars, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trackless trolley cars to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 3. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following

Named Streets	Between the Following	Named Streets
Clinton Street	State Street	and Penn Avenue
Penn Avenue	Between Branches	of Clinton Street
State Street	Clinton Street	and Spy Run Avenue
		and Clinton Street
		and Townsend Street
		and Stophlet Street
		and Broadway
		and Taylor Street
		and Garden Street
		Washington
		adway

In or more than (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) months' period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents (\$7.50).

The Corporation, concurrently with the making and filing of said report, shall pay the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payments and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten (10) years thereafter, either party hereto may upon and by giving ninety (90) days' advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following

Named Streets

Between the Following

Named Streets

State Street Spy Run Avenue and Randallia Drive
Spy Run Avenue State Street and Clinton Street
Columbia Street Clinton Street and Kensington Blvd.
Main Street Clinton Street and LaFayette Street
LaFayette Street Main Street and Jefferson Street
Jefferson Street LaFayette Street and Harmer Street
Harmer Street Jefferson Street and Washington Blvd.
Washington Blvd. Harmer Street and Glasgow
Lewis Street Calhoun Street and Anthony Blvd.
Maumee Avenue Fletcher Street and Priv. R. of Way
Reynolds Street Warren Street and Summer Street
Summer Street Reynolds Street and Schae Avenue
Schaele Avenue Summer Street and Edsall Avenue
Edsall Avenue Raymond Avenue and Schaele Avenue
Calhoun Street Pontine Street and Congress Street
Taylor Street Broadway and Ardmore Avenue
Wallace Street Calhoun Street and John Street
John Street Wallace Street and Creighton Avenue
Creighton Avenue John Street and Anthony Blvd.

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor, in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall not at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus service rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following

Named Streets

Between the Following

Named Streets

State Street St. Marys Avenue and Highlands Blvd.

Highlands Blvd. State Street and Purdue Street

Purdue Street Highlands Blvd. and Cambridge Blvd.

Cambridge Blvd. Purdue Street and State Street

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accommodate themselves to traffic conditions and to be operated freely over either side of the street, and shall not obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay approximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless trolley cars and motor buses clean, properly ventilated and heated, provided with comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 3 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth (1/4) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth (1/4) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails, ties, brick and all other equipment, appurtenances and materials removed by the City.

Section 12. This agreement, and each and all of the terms and provisions hereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

APPROVED AS TO FORM AND

LEGALITY.

CITY OF FORT WAYNE, INDIANA

By _____

City Attorney

By _____

ATTEST:

Clerk

Its Board of Public Works

INDIANA SERVICE CORPORATION

ATTEST:

Mayor

By _____

President

ATTEST:

Secretary

By _____

Public notice is further given that said Board of Public Works did also fix the time at which said contract shall be finally considered as the 30th day of October, 1939, at the hour of 7:30 o'clock, P.M., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana, at which time and place a public hearing will be had and at which any taxpayer may appear and file protest against any and all of the provisions in said contract.

ROBERT G. BEAMS
DAVID LEWIS

JOHN H. JOHNSON
Board of Public Works of Fort Wayne

10-12-19

CHAS. F. HESS,

Clerk

	W.	L.
Gollar's Dry Clean. Shop	5	1
Sand Point Greenhouses	4	2
Timme & Sons	2	4
Diemer & Son, Painters	1	5

High Games.

H. Lahrman, 174, 210.

ST. PAUL WEDNESDAY NIGHT. (St. Paul Alleys)

Results Of Matches.

Eskay Dairy won two games from State Auto Insurance.

Walton Coal Company won two games from Lutheran Aid Insurance.

Standings.

	W.	L.
Eskay Dairy	6	3
Walton Coal Company	6	3
Lutheran Aid Insurance	3	6
State Auto Insurance	3	6

600 Series.

G. Kaiser, 612.

200 Games.

F. David, 211; O. Scheiman, 221; H. Adams, 206; E. Niemeyer, 200; W. Kochlinger, 217; W. Daseler, 220; G. Kaiser, 213-221.

BUSINESS.

(N. S. Recreation Alleys)

Results Of Matches.

Red Bird Cigars won 2 games from Berghoff.

Pepsi Cola won 2 games from Centlivre.

Hoff-Brau won 2 games from Eckrich Sons No. 1.

Standings.

	W.	L.
Eckrich Sausages No. 1	14	4
Hoff-Brau	11	7
Pepsi Cola	9	9
Berghoff	8	10
Red Bird Cigars	8	10
Centlivre	4	14

200 Games.

Jones 203, Wya 205, Cox 200.

MOTOR CARRIER.

(Community Center Alleys)

Results Of Matches.

H & K Motors won 3 games from F & S Transit.

Acme Atlas won 2 games from Norwalk Truck.

CCC Highway won 2 games from OIM Transit.

Standings.

	W.	L.
CCC Highway	13	5
Acme Atlas	13	5
F & S Transit	8	10
Norwalk Truck	7	11
H & K Motors	7	11
OIM Transit	6	12

200 Game.

Voltz, 208.

LADIES' MAJOR.

(Court Alleys.)

Results Of Matches.

General Hosiery won three games from Miller.

Pollack Wayns Maid Frocks won two games from Central Grill.

Wayne Paper Box won two games from Isaly's.

N. B. Putnam won two games from Wayne Dog Food.

Standings.

	W.	L.
General Hosiery	12	3
Isaly's	10	5
Miller Special	8	7
Central Grill	7	8
Wayne Paper Box	7	8
Pollack Wayns Maid Frocks	6	9
Wayne Dog Food	5	10
N. B. Putnam	5	10

High Series.

S. Scott, 160-167-195-522; Weber, 158-178-177-513; Hockemeyer, 147-165-201-513; V. Linnsmeyer, 180-148-186-512; Miller, 186-168-177-531; Oetting, 179-173-155-507; Rubey, 213-183-192-588; Scholsser, 192-168-153-513; McBride, 148-182-174-504; Moss, 173-157-172-503; Kessler, 177-172-202-551; Lennart, 200-138-192-528.

High Games.

Watson, 211; Franke, 182; K. Wilson, 177; Fink, 190; Hunt, 188-171; H. Linnmeyer, 174; Vesey, 186; Koop, 180; Kramat, 199; Hornberger, 180; Mahlan, 180; Pallone, 194; Benecke, 179; Sheets, 172.

Harvester A.A. Names Nominees For Offices

Nominees as candidates for offices to be elected at the annual January meeting were named from the floor at the quarterly meeting of the International Harvester Wednesday night at St. Paul's Hall. More than 300 members attended to hear Chariss M. Harrison, plant superintendent and chairman of the board, speak.

For president, Fred Rcilman and Herbert Clemene were nominated; Adrian James, Paul McNamara and Ben Magley were named candidates for vice-president; the post of secretary will be filled by Carl Linnmeyer or Earl Schoppman, and candidates for treasurer are Paul Wolf and Irvin Birkhold.

Bill Collins was master of ceremonies for a social program after the business meeting. Ward Hall, of the police traffic department, spoke concerning training of police officers.

Plan Kicking Contest

The second annual football kicking

contest for teams of the Junior Touch

football league will be staged at Weis-

ser Park Friday, October 20; Packard,

Tuesday, October 24, and Hamilton,

Friday, October 27. Charms, donated

by Foster Moore, will be given win-

ning team and the entire contest will

be under the recreation leaders of

the Works Project Administration.

At the present time, 18 junior teams

are playing touch football every week

in Weisser, Packard and Hamilton

Parks.

Philadelphia in 1828 had in its

prisons 1,085 debtors for debts to

totaling \$26,400.

you can bet your last dollar that Galento's will be just that. With Mae West and W. C. Fields in his supporting cast, the Barrymore of the best barrels is a 1 to 10 cinch to outdo all the Munis, Tracys, Gables and Donats, because not since Rin Tin Tin was at the height of his glory has Hollywood seen an actor with the emotional range of Galento.

Those of us who have been watching Galento for the past 10 years or so know that he can run the gamut of emotions as easily as Man O' War ever did the mile and a quarter. In his four-act drama with Joe Louis, for example, Galento flashed every human feeling. In the first act, he gave a vivid portrayal of scorn and braggadocio.

Face Was A Study.

In the second his face was a study in caution and surprise.

In the third, he rose to supreme heights to thrill the spectators with a masterful show of courage and recklessness. And in the fourth, without the use of make-up, and without the use of speech, he became an old, old man, beaten and worn, and ready to die.

In fewer than 12 minutes Galento went from a strong, healthy man, in full possession of his mental and physical faculties, to an old tired, and completely wrecked human being. Of course, he had the full co-operation of Louis, one of the best straight (right) men in the show business.

The report from Hollywood is that the script for Tony's picture calls for him to have his biggest scene in a saloon setting. Whether he will play the bartender, the bouncer, or a customer is not known, but it is believed that the director, once he has seen Tony working on a tankard of ale, will cast him in the role of the customer. As a customer, whose business it is to drink beer, Galento will be sensational, terrific, magnificent and slightly colossal. There may be actors in Hollywood capable of giving a better performance at the bar than Galento, but they would be character actors. And Tony would just be himself.

Not Out Of Place.

Of course, he wouldn't be out of place as the bartender or the bouncer. He performs both duties in real life in his pub in New Jersey, and critics who have seen him draw one light or pop a trouble-maker on the noggin say that he is more than adequate.

Galento will be accompanied to Hollywood by Jos Jacobs, a director of the old school. I wouldn't be surprised if Jacobs hasn't directed more farces than any other man in the business.

Lights! Cut!

County League To Meet

The first organization meeting of the Allen County Basketball League will be held at the Main Auto Supply Company Tuesday, October 24, at 7:30 p.m. Ten teams, formed the league last year and most of the teams will be back this year with several newcomers. All team managers or sponsors interested are invited to attend and for additional information should call Wayne Lambert, A-58054.

Eddie Cantor Is Happy; There's A Boy In The Family

* HOLLYWOOD, Oct. 19.—(U.P.)—There's a boy, at last, in the Cantor family.

And Grandpa Eddie Cantor was so excited and incredulous he telephoned the hospital twice, all the way from Boston, to be sure someone wasn't kidding him.

The boy, a husky chap of 8 pounds 9 ounces, was born last night to Mrs. Natalie Metzger, 22-year-old daughter of the comedian, who has five girls, and to his sorrow, no boys.

Cantor's failure to produce the son he so much desires is a Hollywood legend. He has yearned publicly for a boy, and even made comic quips on the matter.

Cantor's grandson was born after a Caesarian section performed by Dr. Irving Leroy Ress at Cedars of Lebanon Hospital. Dr. Ress said mother and child are "doing splendidly."

Four Central Hi-Y

Boys At Convention

Four members of the Central Hi-Y Club, accompanied by C. G. Leonard, boys' work secretary of the Young Men's Christian Association, left today for Chapman, Kan., to attend the national observance of the founding of the first Hi-Y club. Club representatives from all over the United States and Canada are meeting in Chapman this week end to commemorate the fiftieth anniversary of the organization of the Hi-Y movement at that place in 1889.

Representatives of the Central Hi-Y who are attending this national conference are Kenneth Ahlersmeyer, Bob Floyd, Rex Hartup and Eugene Meier. The party expects to return to Fort Wayne Sunday or Monday.

Indiana will be represented by eight delegates with Fort Wayne having the largest individual representation.

Marie Carver, state boys' work secretary of the Indiana YMCA, also will attend.

The seven Fort Wayne Hi-Y and Torch clubs will observe the fiftieth

anniversary.

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The seven Fort Wayne Hi-Y and

NOTICE TO TAXPAYERS (LEGAL NOTICE) AS APPEARING
ON THE REVERSE SIDE OF THIS SHEET WERE POSTED AT
SPECIFIC LOCATIONS AS FOLLOWS:

1. On the bulletin board at the east entrance of the Allen County Court House.
2. On the bulletin board just outside the Controller's office at the City Hall.
3. On the bulletin board at the northerly end of the corridor in the United States Court House and Post Office.
4. On a City light and power pole at the southwest corner of State Street and Spy Run Avenue.
5. On Indiana Service Corporation pole No. 1918 located at the southeast corner of Anthony and Washington Boulevards.
6. On a City pole at the northeast corner of Creighton Avenue and Calhoun Street.
7. On Indiana Service Corporation railway pole at the southeast corner of South Wayne Avenue and Rudisill Boulevard.
8. On Indiana Service Corporation pole 3964 near the intersection of Wells and Huffman Streets on the east side and just north of Huffman Street.
9. On Indiana Service Corporation railway pole on the south side of Main Street where the east line of Runnion Avenue intersects the same.
10. On Indiana Service Corporation pole 2868 located at the southeast corner of Anthony Boulevard and Pontiac Street.

THIS AGREEMENT, made and entered into this 30th day of October, 1939, by and between the City of Fort Wayne, in the County of Allen, Indiana, hereinafter called the "City", acting by and through its Board of Public Works, party of the first part; and Indiana Service Corporation, an Indiana corporation, hereinafter called the "Corporation", party of the second part, WITNESSETH:

WHEREAS, the Corporation has made a study of its present street railway system in the City of Fort Wayne and the use made by the traveling public of the various routes in such system, and after considering the density of passenger traffic, service to the greatest number under prevailing conditions and the present condition of its street railway system, proposes and believes it feasible, upon obtaining requisite approval of the Public Service Commission for the State of Indiana, the Securities and Exchange Commission, Washington, D. C. and the City, to institute trackless trolley car service on the streets and public places as hereinafter named in Section 1 hereof, and motor bus service on the streets and public places as herein-after named in Section 3 hereof; and

WHEREAS, as a part of such program the Corporation is desirous of and has requested the City to grant to the Corporation the rights, authority, privileges and permits hereinafter set forth upon the terms and conditions hereinafter contained;

NOW, THEREFORE:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain street cars of the trackless trolley type (hereinafter referred to as "trackless trolley cars"), equipped with rubber tires and operated without tracks or rails by means of electric power from overhead trolley wires, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

Calhoun Street
Sherwood Terrace
Calumet Avenue
Creighton Avenue
Wallace Street
John Street
Creighton Avenue
Lewis Street
Anthony Blvd
Wayne Trace
Warren Street
New Haven Ave
Bueter Road
Jefferson Street
Harmer Street
Washington Blvd
Wabash Avenue
Maumee Avenue
Warren Street
Main Street
Broadway
Columbia Avenue
Superior Street
Spy Run Avenue
State Street
LeRoy Avenue
Lynn Avenue
Columbia Street
Harrison Street
Clinton Street

Between the Following Named Streets

Superior Street
Calhoun Street
Sherwood Terrace
Broadway
Calhoun Street
Wallace Street
John Street
Calhoun Street
Lewis Street
Anthony Blvd
New Haven Ave
Wayne Trace
New Haven Ave
Calhoun Street
Jefferson Street
Harmer Street
Washington Blvd
Wabash Avenue
Maumee Avenue
Warren Street
Broadway
Creighton Avenue
Bridge
Calhoun Street
Superior Street
Spy Run Avenue
State Street
Clinton Street
Columbia Street
Columbia Street
and Sherwood Terrace
and Calumet Avenue
and Calhoun Street
and Calhoun Street
and John Street
and Creighton Avenue
and Anthony Blvd
and Anthony Blvd
and Wayne Trace
and Warren Street
and Wayne Trace
and Bueter Road
and Pontiac Street
and Harmer Street
and Washington Blvd
and Wabash Avenue
and Maumee Avenue
and Warren Street
and Pittsburg Street
and Columbia Street Bridge
and Main Street
and Kensington Blvd
and Spy Run Avenue
and State Street
and LeRoy Avenue
and Lynn Avenue
in LeRoy Avenue
and Harrison Street
and Main Street
and Main Street

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trackless trolley cars of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect, operate, maintain, repair and renew poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the

operation and conduct of the trackless trolley cars in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana, now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the City's streets in the operation of the Corporation's trackless trolley cars, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trackless trolley cars, an amount equal to, and based on the rate of, Two hundred thirty-two dollars (\$232) per annum for each mile of street on which the Corporation shall operate trackless trolley cars without any regular and consistent common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trackless trolley cars, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of street on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trackless trolley cars (excluding, however,

all streets where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trackless trolley cars); (2) the aggregate number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by adding together the number of miles of street shown by said report for each and every day of such period; (3) the average number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether the trackless trolley cars are operated in each and every day of such period; and (4) the amount due for such six (6) months' period, to be determined by multiplying the said average number of miles for such period by One hundred sixteen dollars (\$116).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to trackless trolley cars, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof, and each and every ten (10) years thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice prior to the termination of such ten (10) year period, request a revision of the franchise fee for trackless trolley cars, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon

a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trackless trolley cars to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 3. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

Clinton Street
Penn Avenue
State Street
Spy Run Avenue
Taylor Street
Nelson Street
Stophlet Street
Broadway
Jefferson Street
Van Buren Street
Washington Blvd
Broadway
Wells Street
State Street
St. Marys Avenue
Goshen Avenue
Sherman Blvd

Between the Following Named Streets

State Street
Between Branches
Clinton Street
State Street
Broadway
Taylor Street
Nelson Street
Stophlet Street
Broadway
Jefferson Street
Van Buren Street
Washington Blvd
Huffman Street
Wells Street
State Street
St. Marys Avenue
Goshen Avenue
and Penn Avenue
of Clinton Street
and Spy Run Avenue
and Clinton Street
and Townsend Street
and Stophlet Street
and Broadway
and Taylor Street
and Garden Street
and Washington Blvd
and Broadway
and Jefferson Street
and State Street
and St. Marys Avenue
and Goshen Avenue
and Sherman Blvd
and State Street

and on each and all of the streets, alleys and public places intersecting and crossing the above named streets and public places on which the motor buses of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds and such temporary variations from the above named streets, or any of them as may from time to time be required to meet emergencies or unusual conditions, and in, over, upon and along such other streets and public places in the said City of Fort Wayne, and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The rights, authority, privileges, franchises and permits granted by this Section 3 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the certificates of public convenience and necessity for the operation of motor buses under or by virtue of the Motor Vehicle Act of the State of Indiana, now owned or held or hereafter acquired by the Corporation, and the City hereby consents to and approves the establishment and operation, under a certificate or certificates of public convenience and necessity issued by the Public Service Commission for the State of Indiana, of motor buses by the Corporation upon the above named streets and public places on which the motor buses of the Corporation are

to be operated.

Section 4. The Corporation, for the use of the City's streets in the operation of the Corporation's motor buses, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to motor buses, an amount equal to, and based on the rate of, Fifteen dollars (\$15) per annum for each motor bus of the Corporation in regular and scheduled operation in the said City of Fort Wayne (excluding those motor buses required for extra or unusual operations or as a substitute for regularly scheduled motor buses), which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) months' period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents (\$7.50).

The Corporation, concurrently with the making and filing of said report, shall pay the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payments and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten (10) years thereafter, either party hereto may, upon and by giving ninety (90) days' advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

State Street
Spy Run Avenue
Columbia Street
Main Street
LaFayette Street
Jefferson Street
Harmer Street
Washington Blvd

Between the Following Named Streets

Spy Run Avenue and Randalia Drive
State Street and Clinton Street
Clinton Street and Kensington Blvd
Clinton Street and LaFayette Street
Main Street and Jefferson Street
LaFayette Street and Harmer Street
Jefferson Street and Washington Blvd
Harmer Street and Glasgow

On the Following
Named Streets

Lewis Street
Maumee Avenue
Reynolds Street
Summer Street
Schele Avenue
Edsall Avenue
Calhoun Street
Taylor Street
Wallace Street
John Street
Creighton Avenue

Between the Following Named Streets

Calhoun Street
Fletcher Street
Warren Street
Reynolds Street
Summer Street
Raymond Avenue
Pontiac Street
Broadway
Calhoun Street
Wallace Street
John Street
and Anthony Blvd
and Priv. R. of Way
and Summer Street
and Schele Avenue
and Edsall Avenue
and Schele Avenue
and Congress Street
and Ardmore Avenue
and John Street
and Creighton Avenue
and Anthony Blvd

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus service rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following
Named Streets

State Street
Highlands Blvd
Purdue Street
Cambridge Blvd

Between the Following Named Streets

St. Marys Avenue
State Street
Highlands Blvd
Purdue Street
and Highlands Blvd
and Purdue Street
and Cambridge Blvd
and State Street

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment

mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accommodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless trolley cars and motor buses clean, properly ventilated and heated, provided with

comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns, with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or

become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth (1/4) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth (1/4) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails, ties, brick and all

other equipment, appurtenances and materials removed by the City.

Section 12. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGALITY

By Patton Edens
City Attorney

By John J. Beams
David Lewis
J. H. Johnson
Its Board of Public Works

ATTEST:

John F. Kerr
Clerk

J. H. Baals
Mayor

INDIANA SERVICE CORPORATION

By John J. Baals
President

ATTEST:

C. R. Gleason
Secretary

INDIANA *Service* CORPORATION
TRACTION LIGHT

UTILITY BUILDING
FORT WAYNE, INDIANA

November 10, 1939

Mr. Chas. F. Hess, Secretary
Board of Public Works
FORT WAYNE, INDIANA

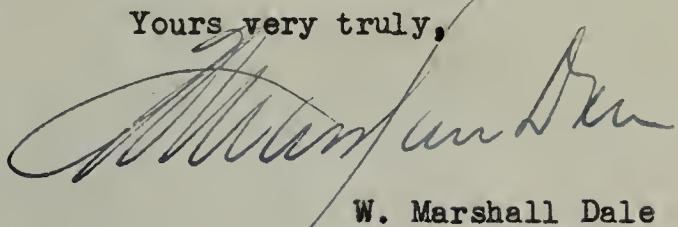
Dear Mr. Hess:

I have for acknowledgment your letter of November 8 in which you advise that you have received a letter addressed to the City Council of Fort Wayne and dated November 3, 1939, accompanied by a petition signed by 110 real estate owners in the neighborhood of Wallace, Lafayette and Buchanan Streets. The petition requests the Board to seek passage of a resolution providing for the changing of the course of the East Creighton Avenue car line as follows: Turn south at the corner of Wallace and Lafayette on Lafayette to Buchanan; east on Buchanan to John Street, connecting with the regular line.

I recall that a number of people from this section of the city made requests for the rerouting of this service at the public hearing conducted by the Board of Public Works and again at the hearing conducted by the City Council. These people were told that the suggestion had considerable merit and that the company would take into consideration the plan which had been proposed.

There will be trackless trolley service on Wallace Street on the E. Creighton Avenue line to Anthony Boulevard. To make such a change in the overhead structures to provide for service along the routes mentioned in the petition would involve a considerable amount of money. Our thought in connection with this rerouting is to carry out the plan as is now proposed, following the old car line, to determine whether or not this type of service in this section of the city is feasible. If not, then we will consider, as we have agreed to do, the rerouting of this service to conform as nearly as possible with the rerouting suggested in the petition you have received.

Yours very truly,



W. Marshall Dale
President

WMD:M
cc: Mr. J.R. McKay

57
Fort Wayne Indiana
3421 Parnell avenue
October 30, 1939.

City Council of Fort Wayne

Gentlemen: Wish to add a plea for some sort of bus or trolley service for community north of State Street which lies between the State Street car line and Parnell avenue extended line Thirteen.

Many people like my family are a mile from state street. We have been very grateful for the service rendered by number thirteen tho it has never been adequate for many people due to location and poor track.

If Fort Wayne is to spread out and build up why not give consideration to this end of town which is one of the very nicest communities in which to live, why hamper further development by allowing the Fractia Company to remove transportation?

Mrs. Len Parker.

P E T I T I O N

Fort Wayne, Indiana

~~3rd, 1939~~

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____
_____, from _____, to _____, respectfully petition for the

passage of a resolution providing for the changing of the course of the Brighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; West on Buchanan to John Street connecting with the regular line.

NAME _____ ADDRESS _____

ADDRESS

P E T I T I O N

Fort Wayne, Indiana

35,199

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____
_____, from _____, to _____, respectfully petition for the

passage of a resolution providing for the

changing of the course of the East Creighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; East on Buchanan to John Street connecting with the regular line.

NAME	ADDRESS
William J. Mc Bennett	2118 Lafayette
Margaret C. Mc Bennett	2118 Lafayette
Francais J. O'Laughlin	2110 Lafayette
Arthur Knoll	2110 1/2 Lafayette St
Bob. Knoll	2110 1/2 Lafayette St
Marygin Knoll	2110 1/2 Lafayette St
Alice Knoll	2110 1/2 Lafayette St.
Blagay Hoff	2035 Lafayette
Ed. and S. Hoff	2025 Lafayette
Emery Helm	405 Bu. St.
	2019 Lafayette
	2105 1/2 Lafayette
	2105 1/2 Lafayette
J. P. Mallet	2017 Lafayette St
Maurice Baige	2017 1/2 Lafayette St
Edna O'Neilson	2013 Lafayette St.
J. C. Mc Neil	2013 Lafayette St.
	2011 Lafayette St.
	2011 Lafayette St.
	2017 Lafayette St.

(Avi)

PETITION

Fort Wayne, Indiana NOVEMBER 3rd, 1939

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____
_____, from _____, to _____
respectfully petition for the

passage of a resolution providing for the changing of the course of the East Creighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; East on Buchanan to John Street connecting with the regular line.

NAME	ADDRESS
Alvin R. Shaeffer	441 St. Martin St.
Frank Lallier	2103 Hanna
R. G. Daenell	608 Buchanan St
L. A. Farrell	532 Buchanan St
Mrs. Emma Sommers	530 Buchanan St
Mrs. Harry Schimpf	530 Buch.
Frank O'Brien	526 Buch.
Mrs. Cecilia Terrell	527 Buch.
Mrs. Geo. Grimes	520 Buch. St.
Mrs. Cora Hosack	520 Buchanan St.
Mrs. Geo. Grimes	520 Buch.
Loetta Wasmundt	518 Buchanan St.
Julius Wasmundt	518 Buchanan St.
Mary Wasmundt	514 Buchanan St.
Alfred Miller	512 Buchanan St.
Mrs. Carl J. Luttrell	508 Buchanan St.
Mrs. J. G. Culgarrett	506 Buchanan St.
W. D. Miller	502 Buchanan St.
Joe Miller	58 Buchanan St.
William Elmer	56 Buchanan St.
W. L. Miller	54 Buchanan St.
Clyde H. Miller	448 Buchanan St.
E. Books	442 Buchanan St.

Mrs. Edwin Metz 436 Buchanan
Mary L. Stein 440 Buchanan St
Elmore Stein 440 Buchanan St
Edward W. Metz 436 Buchanan St
Earl W. Miller 432 Buchanan St.
Mr. Earl Miller 432 Buchanan St
Mrs. Martin Mocke 430 Buchanan
L.S. Lagen 4128 Buchanan St
Mrs. L.C. Martin 422 Buchanan St
Edith Taylor 420 Buchanan St.
Robert A. Wedder 409 Buchanan St.
Mrs. A.J. Smith 411 Buchanan St.
Mrs. L. Matson 415 Buchanan
Mr. J.B. Taylor 417 Buchanan
Mrs. L. Chastain 421 Buchanan St.
Mr. Albert Gross 423 Buchanan
Mr. Alfred G. Lang 427 Buchanan St.

PETITION

Fort Wayne, Indiana

Oct. 3rd, 1939

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____
 _____, from _____, to _____
 respectfully petition for the

passage of a resolution providing for the changing of the course of the West Greighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; East on Buchanan to John Street connecting with the regular line.

NAME	ADDRESS
Richard Battle	449 Buchanan
Arthur J. Puff	1010 E. Burdick Blk.
Elmer B. Puff	715 Buchanan
Elie B. Reed	604 Buchanan
Emil Ramm	
Mrs Clifton Friedt	535 Buchanan st.
Theo R. Springer	531 Buchanan
Leslie L. Westers	529 Buchanan
Mrs. H. L. Eckhart	515 Buchanan
Mrs John Schmidt	521 Buchanan
Mr. W. F. Doffler	511 Buchanan
Mrs. Barryin	509 Buchanan st
Mrs. H. Hartman	501 Buchanan st
Mr. & Mrs. Paul Butterbaugh	463 Buchanan St.
Mr. & Mrs. L. W. Farnow	457 Buchanan St.
L. G. Christman	455 Buchanan St.
Mrs. M. Hodane	447 Buchanan St.
Mr. H. L. Farnow	445 Buchanan St.
Mr. & Mrs. E. J. & H. A. Hancher	441 Buchanan St.
Joseph Hamboeck	437 Buchanan
Rose M. Albright	435 Buchanan
Mrs. C. A. Albright	435 Buchanan
Elaine Albright	435 Buchanan St.

Mrs William Haefling 435 Buchanan St.
William Haefling 435 Buchanan St.
Mrs. Wm. Andrusen

P E T I T I O N

Fort Wayne, Indiana NOVEMBER 3rd, 1939

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____, from _____, to _____ respectfully petition for the

passage of a resolution providing for the changing of the course of the East Creighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; East on Buchanan to John Street connecting with the regular line.

NAME	ADDRESS
Mr. Mae L. Richards	2011 Hanna
Mr. John Evers	2003 Hanna
Michael G. Evers	2003 Hanna St.
Philip S. Miller	2021 Hanna St.
Mrs. May Beckman	2103 Weiss Pk.
Mrs. Still G. Cowar	2012 So Hanna St
Mr. W. J. Leincooly	2012 So Hanna St.
Mrs. Lucille Charlton	8018 Weiss Pk Ave
Ben Charlton	2018 Weiss Pk Ave
Mrs. Leon Josett	1927 Oliver St.
Mr. Leon Josett	1927 Oliver St.
Mr. Michael Fallo	2026 Weiss Park Ave
Mrs. Michael Fallo	2026 Weiss Park Avenue
Scar Gandy	2017 Weiss Pk Ave
Joseph M. Gandy	2017 Weiss Pk Ave
Stephens L. Gandy	2017 Weiss Pk Ave
Mrs. Fred Godfrey	2017 Weiss Pk Ave.
Mr. J. Gulbin	2021 Weiss Pk Ave.
A. E. Gulbin	2021 Weiss Pk Ave.
Mrs. E. L. Dietrich	2025 Weiss Pk Ave
Ed. Schafmecker	1922 1/2 So Hanna St
Mrs. E. L. Schafmecker	
Edward K. Sigm Jr.	1831 So Hanna St.

Fort Wayne, Ind.

Oct. 19, 1939

Mr. Councilman.

We wish in this manner to voice our disapproval over the proposed abandonment of the Sky Run Extended Short Line Street Car Service, and ask that you appeal directly or thru the council that in its place, a reliable method of transportation be installed. Not only are the people residing in this area affected by transportation but property values will decrease due to this cause. Please give this your serious attention and do something possible to get some method of transportation for people in this area.

Yours truly,

Mrs. Mrs. E. Harsch 1213 Northlawn Dr.
Mrs. Mrs. V. King 1115 Northlawn Dr.

1130 Charlotte ave.,
Fort Wayne Ind.

Dear Sir:-

The Riverside Parent Teachers Association asks that the franchise to take off street-car No. 13 be not granted until this community has some sort of bus or car service.

We know that the car hasn't been a paying proposition but had the service been more adequate the patronage would have been far greater.

We feel that if we are left without some sort of service, it will be a detriment to the entire community and our children that go to other schools will surely be handicapped.

Hoping this will receive your personal attention

and we will appreciate your
efforts.

Yours Truly

Mrs. R. H. Rohlffing Sec'y.
Riverside Parent Teacher
Association.

1220 Northlawn Drive,

Ft. Wayne Ind., Oct. 12, 1939.

Hon. A. C. Spiegel,
City Councilman.

Friend Arno:

In perusing over the proposed routes which the Indiana Service Company has instituted to become effective as soon as permission is granted, I find that our neighborhood will be without any service, since they are contemplating the abandonment of the present Short Line which has proven its worth and maximum good service during the recent years. We cannot comprehend exactly their intention in assuming that no substitute carrier will be offered. If they retain this attitude, our property values will decidedly decline.

I have been confronted with several questions regarding the proper procedure which we should undertake in this very important decision as handed down by their Company, and would appreciate it, if you will kindly intercede for us, and if necessary advise us of your opinion.

We have a very desparate condition, one that is so different from the average in the city, that is, facilities of properly getting to and from our work and destination, and during the ensuing winter months will become more acute.

I wish you would give this matter your usual prompt attention, and whatever you may be able to do for us in arriving at some solution, will be appreciated not only by me, but by all my fellow Northerners.

Very truly yours,

As Lengy

3302 Parnell Avenue,
Fort Wayne, Ind.,
Oct. 23, 1939.

Mr. A. C. Spiegel,
2721 West Drive,
Fort Wayne, Ind.

Dear Mr. Spiegel:-

In view of the abandoning of the Centlivre Short line in the near future, we sincerely hope you will do what you can for us, so that we will be provided with a bus route for our community, along Parnell Avenue. As you know, the city limits extends north of State Street approximately a mile; and, as I understand it, this entire section as far east as the city limits goes, will be without service, other then that on State Street.

The Centlivre short line was a help out, of course. However, it wasn't a very true example of the number of patrons this community would develop, because the service wasn't very dependable. Due to the poor condition of the tracks, the car frequently jumped the track, causing patrons to be late for work, all of which discouraged some of using it. We had always hoped that the service would be improved over what the Centlivre short line afforded, but instead it appears we are to be left out altogether, according to the present plans. Even if the service would not be as frequent as perhaps in other parts of the city, if it were established on a scheduled time, and could be depended upon, it would be appreciated and used by many of this community.

Trusting that you will use your influence in our behalf, so that if at all possible, we may have bus service in this section of the city also. Thanking you for past favors,

Respectfully,

Mr. & Mrs. Harry Neusbaum.
3302 Parnell Ave. City.

Mr. & Mrs. J. Friedler

1042 North Lawn Drive.

We, the undersigned property owners and residents living west, north and south of St. Marys Avenue and State Blvd., the majority having children of school age with no means of transportation whatever but the West State Blvd. bus, who if being deprived of the bus service will miss a great part of their schooling during the winter months, notwithstanding the men and women going to and from their respective positions and business, also the fact that removing the bus service from West State Blvd., would depreciate the value of our properties, therefore we earnestly beg the Indiana Service Corporation to reconsider the proposed rerouting the West State bus and let it remain as is.

We, the undersigned, will endeavor to increase the revenue of this bus line by soliciting more passengers wherever possible.

<u>Emmett Somers</u>	<u>1715 Purdue Dr.</u>
<u>Violet Somers</u>	"
<u>Patty J. Somers</u>	"
<u>W. J. H. Hagenbuch</u>	<u>1719 Purdue Dr.</u>
<u>Bellie & Cliff Hagenbuch</u>	"
<u>Donna H. Hagenbuch</u>	"
<u>Lee O. Hagenbuch</u>	"
<u>Clay Hagenbuch</u>	<u>2411 W. Cambridge St.</u>
<u>Esther Hagenbuch</u>	"
<u>James Hagenbuch</u>	"
<u>Robert Hagenbuch</u>	"
<u>Bruce A. Ayers</u>	<u>1820 Purdue St.</u>
<u>Carrie A. Ayers</u>	<u>1520</u>
<u>Stephen A. Ayers</u>	<u>1520</u>
<u>Patricia Ayers</u>	<u>Purdue St.</u>
<u>Patricia Ayers</u>	<u>Purdue St.</u>
<u>Mary M. Spangler</u>	
<u>Joseph M. Spangler</u>	
<u>H.S. Jacobson</u>	<u>2531 Cambridge St.</u>
<u>Anna Mae Jacobson</u>	"
<u>Delma E. Jacobson</u>	"
<u>Mrs. Q. Ebdell</u>	"
<u>Mrs. Donald Shafter</u>	<u>2517 Cambridge St.</u>
<u>Mrs. Donald Shafter</u>	"

Eugene	Shafter	2517 Cambridge Dr.
Dick	Shafter	" " "
Wayne	Shafter	" " "
Mrs. Estelle Tiel		2144 Miner St.
Victor A Bentzwee		2501 Cambridge Blvd
Clara E Bentzwee		2501 Cambridge Blvd.
John H. Pegelius		2501 Cambridge Blvd.
Eliza J. Pegelius		2501 Cambridge Blvd.
K.C. Spoor		2426 Cambridge Blvd
Mrs. n. Robert Thomas		614 1/2 W. Third
J. Robert Thomas		614 1/2 W. Third
Mrs. L. C. Spoor		2426 Cambridge
Jack L. Spoor		"
Carol Spoor		"
Charles Thomas		"
Elmer Grenzenbach		2405 "
Mrs. Elmer Grenzenbach		" "
Jr.	Grenzenbach	" "
Jack	Grenzenbach	" "
Patry	Grenzenbach	" "
Gladys K. Martin		2402 Cambridge
Wm D. Martin		" "
Billie Joe Martin		" "
B. K. Ross		2922 Cambridge
Betty Ross		
Ingrid S. Campbell		2722 Cambridge Blvd.
Zedas A. Campbell		" "
K. R. I.	Kupper	1653 Rosewood -
Plaud	Kupper	1653 Rosewood
H.	Kupper	1653 Rosewood
Eugene	Kupper	1653 Rosewood
Jerome	Kupper	1653 Rosewood
Garwin	Kupper	1653 Rosewood
Clara	Kupper	1653 Rosewood
Bradley	Kupper	1653 Rosewood
Stan	Koval	1125 Garage
John	Koval	1125 Garage

1125 Sage St.

1125 Sage St.

Gladys. Kowal	1125 Sage	St.
Donald Kowal	1125 Sage	St.
Mrs. C. F. Sengaware	1502 Rosemont Ave	
Herman Sengaware	"	
Virginia Sengaware	"	
Charles D. Sengaware	"	
Don Hartman	1508	
Lillian "	1508	
Mildred Martin	1220 Clayton	
Donald "	"	
Kenneth Hartman	1508 Rosemont	
Virginia Schenkel	1416 Franklin	
Thomas "	"	
Donald Hartman	1445 Stophlet St	
Jean	1519 Rosemont Ave	
Walter Barnegar	"	
Helma "	"	
Stanley Gene "	"	
Ruth Anna "	"	
Gelbert S. Hartman	1605	"
Mary V. Hartman	"	"
James Bond	1661	"
Dean	"	"
M. E.	"	"
Don York	"	"
Bobby	"	"
Joah	"	"
Jane	"	"
Max Hartman	1718	"
Ellie	"	"
James	"	"
Mary	"	"
Wilbur	"	"
Virginia	"	"
Gelbert	"	"
Lester M. Muhn	1713	"
Anne Lee	"	"
William	"	"
W. J.	"	"

Alfred D. Palmer	2821	Cambridge, Dr
Alfred D. Palmer	"	"
Alfred D. Palmer, Jr.	"	"
R. Russell	2827	"
Grace Russell	"	"
Albert Russell	"	"
Sophia Russell	"	"
Frank Minicker	Sothen	4 Cambridge
Mrs. Mary Minicker	"	"
Mrs. Bertha Taylor	"	"
Miss Margaret Taylor	"	"
George Riley	"	"
Fred G. Gardner	"	"
O. S. Hooper Gardner	1720	W. State Blvd
Edna Hooper Gardner	"	"
Jane Hooper Gardner	"	"
David Hooper Gardner	"	"
Mrs. E. A. Robinson	1815	Purdie Rd
Mary E. Robinson	1815	"
Ed. Karp	1829	"
Mrs. E. Karp	1829	"
Jack Shuell	1715	W. State Blvd
Edna Shuell	1715	W. State Blvd
Elvira Heller	1715	W. State Blvd
Elva Heller	1715	W. State Blvd
Ann Heller	1715	W. State Blvd
J. M. Gibson	1718	W. State Blvd
Mrs. J. M. Gibson	1718	W. State Blvd
Mr. & Mrs. A. D. Steele	1716	W. State Blvd
Mr. R. B. Chambers	2315	Cambridge Blvd
Mrs. R. B. Chambers	2315	Cambridge Blvd
Mrs. H. A. Bailey	2312	Cambridge Blvd
Mrs. H. A. Bailey	2312	Cambridge Blvd
Mrs. H. A. Bailey	2312	Cambridge Blvd
Mrs. H. A. Bailey	2312	Cambridge Blvd

Miss Ellen Linn	2324 Cambridge
Miss. Riley	2324
Miss. P. J.	2324
Miss. Bailey	2324
Miss. Linn	2324
Miss. Lillie	2324
Patty	2324
Mrs. Linn	2324 Cambridge
Mr. C. Lelman	2324 Cambridge
Dorothy Lelman	2324 Cambridge
Mrs. George Wyss	1928 Steup Ave.
Mr. George Wyss	1928 Steup Ave.
Mary Wyss	1928 Steup Ave.
Florence Wyss	1928 Steup Ave.
Robert Wyss	1928 Steup Ave.
Alex Wyss	1928 Steup Ave.
Fred Waikle	2001 Ida Ave.
Mae Waikle	2001 Ida Ave.
Robert Waikle	2001 Ida Ave.
Harry Cochren.	2017 Ida ave.
Mrs. Agnes Cochren	2017 Ida ave.
Mrs Harry Cochren	2017 Ida ave.

Donald Cochren 2017 Ida Ave
Edith Seyer 2023 Ida Ave
Marvin Seyer 2023 Ida Ave

Betty Jane Zuke 2028 Ida Ave
Andrew Roy Zuke 2028. Ida. ave.
Mrs. Neal Bainer 1927 Tyler Ave.
Clair Eastgate 1927 Tyler ave.
Elmer Eastgate 1927 Fisher ave.
Dakore Eastgate " " " " "
Mrs. Neal Bainer " " " " "

PETITION

Fort Wayne, Indiana

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____, from _____, to _____,

respectfully petition for the

passage of a resolution providing for the ~~8.5~~ ^{8.5} ~~10~~ ¹⁰ ~~12~~ ¹² ~~14~~ ¹⁴ ~~16~~ ¹⁶ ~~18~~ ¹⁸ ~~20~~ ²⁰ ~~22~~ ²² ~~24~~ ²⁴ ~~26~~ ²⁶ ~~28~~ ²⁸ ~~30~~ ³⁰ ~~32~~ ³² ~~34~~ ³⁴ ~~36~~ ³⁶ ~~38~~ ³⁸ ~~40~~ ⁴⁰ ~~42~~ ⁴² ~~44~~ ⁴⁴ ~~46~~ ⁴⁶ ~~48~~ ⁴⁸ ~~50~~ ⁵⁰ ~~52~~ ⁵² ~~54~~ ⁵⁴ ~~56~~ ⁵⁶ ~~58~~ ⁵⁸ ~~60~~ ⁶⁰ ~~62~~ ⁶² ~~64~~ ⁶⁴ ~~66~~ ⁶⁶ ~~68~~ ⁶⁸ ~~70~~ ⁷⁰ ~~72~~ ⁷² ~~74~~ ⁷⁴ ~~76~~ ⁷⁶ ~~78~~ ⁷⁸ ~~80~~ ⁸⁰ ~~82~~ ⁸² ~~84~~ ⁸⁴ ~~86~~ ⁸⁶ ~~88~~ ⁸⁸ ~~90~~ ⁹⁰ ~~92~~ ⁹² ~~94~~ ⁹⁴ ~~96~~ ⁹⁶ ~~98~~ ⁹⁸ ~~100~~ ¹⁰⁰ ~~102~~ ¹⁰² ~~104~~ ¹⁰⁴ ~~106~~ ¹⁰⁶ ~~108~~ ¹⁰⁸ ~~110~~ ¹¹⁰ ~~112~~ ¹¹² ~~114~~ ¹¹⁴ ~~116~~ ¹¹⁶ ~~118~~ ¹¹⁸ ~~120~~ ¹²⁰ ~~122~~ ¹²² ~~124~~ ¹²⁴ ~~126~~ ¹²⁶ ~~128~~ ¹²⁸ ~~130~~ ¹³⁰ ~~132~~ ¹³² ~~134~~ ¹³⁴ ~~136~~ ¹³⁶ ~~138~~ ¹³⁸ ~~140~~ ¹⁴⁰ ~~142~~ ¹⁴² ~~144~~ ¹⁴⁴ ~~146~~ ¹⁴⁶ ~~148~~ ¹⁴⁸ ~~150~~ ¹⁵⁰ ~~152~~ ¹⁵² ~~154~~ ¹⁵⁴ ~~156~~ ¹⁵⁶ ~~158~~ ¹⁵⁸ ~~160~~ ¹⁶⁰ ~~162~~ ¹⁶² ~~164~~ ¹⁶⁴ ~~166~~ ¹⁶⁶ ~~168~~ ¹⁶⁸ ~~170~~ ¹⁷⁰ ~~172~~ ¹⁷² ~~174~~ ¹⁷⁴ ~~176~~ ¹⁷⁶ ~~178~~ ¹⁷⁸ ~~180~~ ¹⁸⁰ ~~182~~ ¹⁸² ~~184~~ ¹⁸⁴ ~~186~~ ¹⁸⁶ ~~188~~ ¹⁸⁸ ~~190~~ ¹⁹⁰ ~~192~~ ¹⁹² ~~194~~ ¹⁹⁴ ~~196~~ ¹⁹⁶ ~~198~~ ¹⁹⁸ ~~200~~ ²⁰⁰ ~~202~~ ²⁰² ~~204~~ ²⁰⁴ ~~206~~ ²⁰⁶ ~~208~~ ²⁰⁸ ~~210~~ ²¹⁰ ~~212~~ ²¹² ~~214~~ ²¹⁴ ~~216~~ ²¹⁶ ~~218~~ ²¹⁸ ~~220~~ ²²⁰ ~~222~~ ²²² ~~224~~ ²²⁴ ~~226~~ ²²⁶ ~~228~~ ²²⁸ ~~230~~ ²³⁰ ~~232~~ ²³² ~~234~~ ²³⁴ ~~236~~ ²³⁶ ~~238~~ ²³⁸ ~~240~~ ²⁴⁰ ~~242~~ ²⁴² ~~244~~ ²⁴⁴ ~~246~~ ²⁴⁶ ~~248~~ ²⁴⁸ ~~250~~ ²⁵⁰ ~~252~~ ²⁵² ~~254~~ ²⁵⁴ ~~256~~ ²⁵⁶ ~~258~~ ²⁵⁸ ~~260~~ ²⁶⁰ ~~262~~ ²⁶² ~~264~~ ²⁶⁴ ~~266~~ ²⁶⁶ ~~268~~ ²⁶⁸ ~~270~~ ²⁷⁰ ~~272~~ ²⁷² ~~274~~ ²⁷⁴ ~~276~~ ²⁷⁶ ~~278~~ ²⁷⁸ ~~280~~ ²⁸⁰ ~~282~~ ²⁸² ~~284~~ ²⁸⁴ ~~286~~ ²⁸⁶ ~~288~~ ²⁸⁸ ~~290~~ ²⁹⁰ ~~292~~ ²⁹² ~~294~~ ²⁹⁴ ~~296~~ ²⁹⁶ ~~298~~ ²⁹⁸ ~~300~~ ³⁰⁰ ~~302~~ ³⁰² ~~304~~ ³⁰⁴ ~~306~~ ³⁰⁶ ~~308~~ ³⁰⁸ ~~310~~ ³¹⁰ ~~312~~ ³¹² ~~314~~ ³¹⁴ ~~316~~ ³¹⁶ ~~318~~ ³¹⁸ ~~320~~ ³²⁰ ~~322~~ ³²² ~~324~~ ³²⁴ ~~326~~ ³²⁶ ~~328~~ ³²⁸ ~~330~~ ³³⁰ ~~332~~ ³³² ~~334~~ ³³⁴ ~~336~~ ³³⁶ ~~338~~ ³³⁸ ~~340~~ ³⁴⁰ ~~342~~ ³⁴² ~~344~~ ³⁴⁴ ~~346~~ ³⁴⁶ ~~348~~ ³⁴⁸ ~~350~~ ³⁵⁰ ~~352~~ ³⁵² ~~354~~ ³⁵⁴ ~~356~~ ³⁵⁶ ~~358~~ ³⁵⁸ ~~360~~ ³⁶⁰ ~~362~~ ³⁶² ~~364~~ ³⁶⁴ ~~366~~ ³⁶⁶ ~~368~~ ³⁶⁸ ~~370~~ ³⁷⁰ ~~372~~ ³⁷² ~~374~~ ³⁷⁴ ~~376~~ ³⁷⁶ ~~378~~ ³⁷⁸ ~~380~~ ³⁸⁰ ~~382~~ ³⁸² ~~384~~ ³⁸⁴ ~~386~~ ³⁸⁶ ~~388~~ ³⁸⁸ ~~390~~ ³⁹⁰ ~~392~~ ³⁹² ~~394~~ ³⁹⁴ ~~396~~ ³⁹⁶ ~~398~~ ³⁹⁸ ~~400~~ ⁴⁰⁰ ~~402~~ ⁴⁰² ~~404~~ ⁴⁰⁴ ~~406~~ ⁴⁰⁶ ~~408~~ ⁴⁰⁸ ~~410~~ ⁴¹⁰ ~~412~~ ⁴¹² ~~414~~ ⁴¹⁴ ~~416~~ ⁴¹⁶ ~~418~~ ⁴¹⁸ ~~420~~ ⁴²⁰ ~~422~~ ⁴²² ~~424~~ ⁴²⁴ ~~426~~ ⁴²⁶ ~~428~~ ⁴²⁸ ~~430~~ ⁴³⁰ ~~432~~ ⁴³² ~~434~~ ⁴³⁴ ~~436~~ ⁴³⁶ ~~438~~ ⁴³⁸ ~~440~~ ⁴⁴⁰ ~~442~~ ⁴⁴² ~~444~~ ⁴⁴⁴ ~~446~~ ⁴⁴⁶ ~~448~~ ⁴⁴⁸ ~~450~~ ⁴⁵⁰ ~~452~~ ⁴⁵² ~~454~~ ⁴⁵⁴ ~~456~~ ⁴⁵⁶ ~~458~~ ⁴⁵⁸ ~~460~~ ⁴⁶⁰ ~~462~~ ⁴⁶² ~~464~~ ⁴⁶⁴ ~~466~~ ⁴⁶⁶ ~~468~~ ⁴⁶⁸ ~~470~~ ⁴⁷⁰ ~~472~~ ⁴⁷² ~~474~~ ⁴⁷⁴ ~~476~~ ⁴⁷⁶ ~~478~~ ⁴⁷⁸ ~~480~~ ⁴⁸⁰ ~~482~~ ⁴⁸² ~~484~~ ⁴⁸⁴ ~~486~~ ⁴⁸⁶ ~~488~~ ⁴⁸⁸ ~~490~~ ⁴⁹⁰ ~~492~~ ⁴⁹² ~~494~~ ⁴⁹⁴ ~~496~~ ⁴⁹⁶ ~~498~~ ⁴⁹⁸ ~~500~~ ⁵⁰⁰ ~~502~~ ⁵⁰² ~~504~~ ⁵⁰⁴ ~~506~~ ⁵⁰⁶ ~~508~~ ⁵⁰⁸ ~~510~~ ⁵¹⁰ ~~512~~ ⁵¹² ~~514~~ ⁵¹⁴ ~~516~~ ⁵¹⁶ ~~518~~ ⁵¹⁸ ~~520~~ ⁵²⁰ ~~522~~ ⁵²² ~~524~~ ⁵²⁴ ~~526~~ ⁵²⁶ ~~528~~ ⁵²⁸ ~~530~~ ⁵³⁰ ~~532~~ ⁵³² ~~534~~ ⁵³⁴ ~~536~~ ⁵³⁶ ~~538~~ ⁵³⁸ ~~540~~ ⁵⁴⁰ ~~542~~ ⁵⁴² ~~544~~ ⁵⁴⁴ ~~546~~ ⁵⁴⁶ ~~548~~ ⁵⁴⁸ ~~550~~ ⁵⁵⁰ ~~552~~ ⁵⁵² ~~554~~ ⁵⁵⁴ ~~556~~ ⁵⁵⁶ ~~558~~ ⁵⁵⁸ ~~560~~ ⁵⁶⁰ ~~562~~ ⁵⁶² ~~564~~ ⁵⁶⁴ ~~566~~ ⁵⁶⁶ ~~568~~ ⁵⁶⁸ ~~570~~ ⁵⁷⁰ ~~572~~ ⁵⁷² ~~574~~ ⁵⁷⁴ ~~576~~ ⁵⁷⁶ ~~578~~ ⁵⁷⁸ ~~580~~ ⁵⁸⁰ ~~582~~ ⁵⁸² ~~584~~ ⁵⁸⁴ ~~586~~ ⁵⁸⁶ ~~588~~ ⁵⁸⁸ ~~590~~ ⁵⁹⁰ ~~592~~ ⁵⁹² ~~594~~ ⁵⁹⁴ ~~596~~ ⁵⁹⁶ ~~598~~ ⁵⁹⁸ ~~600~~ ⁶⁰⁰ ~~602~~ ⁶⁰² ~~604~~ ⁶⁰⁴ ~~606~~ ⁶⁰⁶ ~~608~~ ⁶⁰⁸ ~~610~~ ⁶¹⁰ ~~612~~ ⁶¹² ~~614~~ ⁶¹⁴ ~~616~~ ⁶¹⁶ ~~618~~ ⁶¹⁸ ~~620~~ ⁶²⁰ ~~622~~ ⁶²² ~~624~~ ⁶²⁴ ~~626~~ ⁶²⁶ ~~628~~ ⁶²⁸ ~~630~~ ⁶³⁰ ~~632~~ ⁶³² ~~634~~ ⁶³⁴ ~~636~~ ⁶³⁶ ~~638~~ ⁶³⁸ ~~640~~ ⁶⁴⁰ ~~642~~ ⁶⁴² ~~644~~ ⁶⁴⁴ ~~646~~ ⁶⁴⁶ ~~648~~ ⁶⁴⁸ ~~650~~ ⁶⁵⁰ ~~652~~ ⁶⁵² ~~654~~ ⁶⁵⁴ ~~656~~ ⁶⁵⁶ ~~658~~ ⁶⁵⁸ ~~660~~ ⁶⁶⁰ ~~662~~ ⁶⁶² ~~664~~ ⁶⁶⁴ ~~666~~ ⁶⁶⁶ ~~668~~ ⁶⁶⁸ ~~670~~ ⁶⁷⁰ ~~672~~ ⁶⁷² ~~674~~ ⁶⁷⁴ ~~676~~ ⁶⁷⁶ ~~678~~ ⁶⁷⁸ ~~680~~ ⁶⁸⁰ ~~682~~ ⁶⁸² ~~684~~ ⁶⁸⁴ ~~686~~ ⁶⁸⁶ ~~688~~ ⁶⁸⁸ ~~690~~ ⁶⁹⁰ ~~692~~ ⁶⁹² ~~694~~ ⁶⁹⁴ ~~696~~ ⁶⁹⁶ ~~698~~ ⁶⁹⁸ ~~700~~ ⁷⁰⁰ ~~702~~ ⁷⁰² ~~704~~ ⁷⁰⁴ ~~706~~ ⁷⁰⁶ ~~708~~ ⁷⁰⁸ ~~710~~ ⁷¹⁰ ~~712~~ ⁷¹² ~~714~~ ⁷¹⁴ ~~716~~ ⁷¹⁶ ~~718~~ ⁷¹⁸ ~~720~~ ⁷²⁰ ~~722~~ ⁷²² ~~724~~ ⁷²⁴ ~~726~~ ⁷²⁶ ~~728~~ ⁷²⁸ ~~730~~ ⁷³⁰ ~~732~~ ⁷³² ~~734~~ ⁷³⁴ ~~736~~ ⁷³⁶ ~~738~~ ⁷³⁸ ~~740~~ ⁷⁴⁰ ~~742~~ ⁷⁴² ~~744~~ ⁷⁴⁴ ~~746~~ ⁷⁴⁶ ~~748~~ ⁷⁴⁸ ~~750~~ ⁷⁵⁰ ~~752~~ ⁷⁵² ~~754~~ ⁷⁵⁴ ~~756~~ ⁷⁵⁶ ~~758~~ ⁷⁵⁸ ~~760~~ ⁷⁶⁰ ~~762~~ ⁷⁶² ~~764~~ ⁷⁶⁴ ~~766~~ ⁷⁶⁶ ~~768~~ ⁷⁶⁸ ~~770~~ ⁷⁷⁰ ~~772~~ ⁷⁷² ~~774~~ ⁷⁷⁴ ~~776~~ ⁷⁷⁶ ~~778~~ ⁷⁷⁸ ~~780~~ ⁷⁸⁰ ~~782~~ ⁷⁸² ~~784~~ ⁷⁸⁴ ~~786~~ ⁷⁸⁶ ~~788~~ ⁷⁸⁸ ~~790~~ ⁷⁹⁰ ~~792~~ ⁷⁹² ~~794~~ ⁷⁹⁴ ~~796~~ ⁷⁹⁶ ~~798~~ ⁷⁹⁸ ~~800~~ ⁸⁰⁰ ~~802~~ ⁸⁰² ~~804~~ ⁸⁰⁴ ~~806~~ ⁸⁰⁶ ~~808~~ ⁸⁰⁸ ~~810~~ ⁸¹⁰ ~~812~~ ⁸¹² ~~814~~ ⁸¹⁴ ~~816~~ ⁸¹⁶ ~~818~~ ⁸¹⁸ ~~820~~ ⁸²⁰ ~~822~~ ⁸²² ~~824~~ ⁸²⁴ ~~826~~ ⁸²⁶ ~~828~~ ⁸²⁸ ~~830~~ ⁸³⁰ ~~832~~ ⁸³² ~~834~~ ⁸³⁴ ~~836~~ ⁸³⁶ ~~838~~ ⁸³⁸ ~~840~~ ⁸⁴⁰ ~~842~~ ⁸⁴² ~~844~~ ⁸⁴⁴ ~~846~~ ⁸⁴⁶ ~~848~~ ⁸⁴⁸ ~~850~~ ⁸⁵⁰ ~~852~~ ⁸⁵² ~~854~~ ⁸⁵⁴ ~~856~~ ⁸⁵⁶ ~~858~~ ⁸⁵⁸ ~~860~~ ⁸⁶⁰ ~~862~~ ⁸⁶² ~~864~~ ⁸⁶⁴ ~~866~~ ⁸⁶⁶ ~~868~~ ⁸⁶⁸ ~~870~~ ⁸⁷⁰ ~~872~~ ⁸⁷² ~~874~~ ⁸⁷⁴ ~~876~~ ⁸⁷⁶ ~~878~~ ⁸⁷⁸ ~~880~~ ⁸⁸⁰ ~~882~~ ⁸⁸² ~~884~~ ⁸⁸⁴ ~~886~~ ⁸⁸⁶ ~~888~~ ⁸⁸⁸ ~~890~~ ⁸⁹⁰ ~~892~~ ⁸⁹² ~~894~~ ⁸⁹⁴ ~~896~~ ⁸⁹⁶ ~~898~~ ⁸⁹⁸ ~~900~~ ⁹⁰⁰ ~~902~~ ⁹⁰² ~~904~~ ⁹⁰⁴ ~~906~~ ⁹⁰⁶ ~~908~~ ⁹⁰⁸ ~~910~~ ⁹¹⁰ ~~912~~ ⁹¹² ~~914~~ ⁹¹⁴ ~~916~~ ⁹¹⁶ ~~918~~ ⁹¹⁸ ~~920~~ ⁹²⁰ ~~922~~ ⁹²² ~~924~~ ⁹²⁴ ~~926~~ ⁹²⁶ ~~928~~ ⁹²⁸ ~~930~~ ⁹³⁰ ~~932~~ ⁹³² ~~934~~ ⁹³⁴ ~~936~~ ⁹³⁶ ~~938~~ ⁹³⁸ ~~940~~ ⁹⁴⁰ ~~942~~ ⁹⁴² ~~944~~ ⁹⁴⁴ ~~946~~ ⁹⁴⁶ ~~948~~ ⁹⁴⁸ ~~950~~ ⁹⁵⁰ ~~952~~ ⁹⁵² ~~954~~ ⁹⁵⁴ ~~956~~ ⁹⁵⁶ ~~958~~ ⁹⁵⁸ ~~960~~ ⁹⁶⁰ ~~962~~ ⁹⁶² ~~964~~ ⁹⁶⁴ ~~966~~ ⁹⁶⁶ ~~968~~ ⁹⁶⁸ ~~970~~ ⁹⁷⁰ ~~972~~ ⁹⁷² ~~974~~ ⁹⁷⁴ ~~976~~ ⁹⁷⁶ ~~978~~ ⁹⁷⁸ <

P E T I T I O N

Fort Wayne, Indiana

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____
_____, from _____, to _____
respectfully petition for the
passage of a resolution providing for the

NAME

ADDRESS

Alpha Pace 2830 McCormick Ave.

C. G. Stale 2902 McCormick Ave.

Harriet Prince 2822 McCormick Ave

W. Steigerwald 2906 McCormick

Oscar W. Shank 2912 McCormick Ave

Wm. Staley 2916 McCormick Ave

John B. Brown 2838 McCormick Ave

Fred Johnson 2936 McCormick Ave.

Geo. W. Cramer 2932 McCormick Ave

Pete Agler 2940 " " "

Khald W. Hays 2834 " " "

Joe W. Glick 2834 McCormick St.

John H. Kupper 2840 McCormick St.

Glen R. LaJouette 2844 McCormick St.

C. M. & L. Weston 2850 McCormick St.

Walter Hollings 2104 Roy St

Charles G. Bidick 2108 Roy St

Frank Lauer 2118 Roy St

John C. L. 2124 Roy St

W. B. Barb 2136 Roy St

John C. L. 2202 Roy St

K. H. Glick 2204 Roy St

2206 Roy St

P E T I T I O N

Fort Wayne, Indiana

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____, from _____, to _____, respectfully petition for the passage of a resolution providing for the

NAME	ADDRESS
Louis Nicule	2576 Raymond
Albert E. Durnell	2715 Raymond St
Charles Durnell	2715½ Raymond St.
D.W. Snider	2801 Raymond St
Emma Masbaum	2805 Raymond St
Henrietta Masbaum	2805 Raymond St
John Patten	211 -
Howard Cof.	2843 Raymond
John Lewis	2827 Raymond
St. R. Hart	2837 Raymond
Fred Walecki	2839 Raymond St
in P...	2841 Raymond
A. Braccagnoli	2901 Raymond
Burk Gold	2905 Raymond
M. A. Wammam	2914 Raymond St
Richard E. Frist	2916 Raymond
J. R. Evans	2906 Raymond St
Geo. Hughes	2902 Raymond
D. E. Hughes	2902½ Raymond
H. J. Schen	2509 -
F.H. Goldthwaite	2725 Lawrence

P E T I T I O N

Fort Wayne, Indiana

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____, from _____, to _____, respectfully petition for the passage of a resolution providing for the

NAME	ADDRESS
John Schucker	2815 Schuler Ave.
W. E. Schucker	2827 Schuler Ave
J. B. Bordelot	2835 Schuler Ave
J. B. Bordelot	2901 Schuler Ave
W. G. Almquist	415 Schuler Ave
Mrs. Anna Anderson	2921 Schuler Ave
Harold J. Nieman	2823 Schuler
W. J. D. Wright	2702 Schuler Ave.
Walter F. Braun	2602 Schuler Ave.
William F. Kiefer	2520 Schuler Ave.
John Pedersen	2525 Schuler Ave.
Lloyd Lytle	2506 Schuler Ave
John E. Disney	2501 Schuler Ave.
W. M. M. 13 May	2425 Schuler Ave.
George Kippingle	2419 Schuler Ave.
W. J. Johnson	2417 Schuler Ave.
Ray P. Reiter	2405 Schuler Ave.
E. A. Flanigan	2401 Schuler Ave
W. J. Morris Jr.	2501 Schuler Ave.

P E T I T I O N

Fort Wayne, Indiana

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on _____, from _____, to _____ respectfully petition for the passage of a resolution providing for the

NAME	ADDRESS
L. E. Bierenz	2210 Roy st
V. E. Huston	2212 Roy st
J. L. Neumann	2214 Roy st
C. P. Jarek	2216 Roy st
Henry Palko	2220 Roy st
Col	2222 Roy st
C. Petroff	2224 Roy st
M. Petroff	2120 Roy st
P. Clem	2220 1/2 Roy Street
Mrs. Smith Riley	2006 Roy st
Melvin Myers	1933 T St
R. W. Pitzen	1927 T St
R. Weiss	1912 T St
Mrs. Ida Say	2005 Roy st
John E. Comer	2009 Roy st
Russell Worrell	2019 Roy st
Mr. W. A. Godfrey	2015 Roy st
Mr. O'Riley	2002 Roy st
Mrs. O'Riley	2002 Roy st
Mr. & Mrs. Clarence Degitz	1924 T St
Mr. & Mrs. G. Coont	1925 T St
Mr. & Mrs. C. Fribolter	1927 Roy st

Eugene Barrod
2431 Chester St

HARRY E. LARIMER,
2410 NEW HAVEN AVE.

Dorothea Bacon
2737 New Haven Ave

Mrs. G. Kintz 2711 New Haven Ave.

P.J. Petzen 2729 New Haven Ave

Sam Mason 2725 N. Haven Ave

Louis Balas
John Dirig 3331 Reynolds St.
Francis Lane
2619 New Haven Ave

Glen C. Holt
3579 Ave Cimich St

HOWARD E. ROBINSON
2611 Raymond St.

John H. Nicole
G. K. Bratt
H. J. C. S.
John D. ~~Stet~~
M. W. Tengel.
J. C. Phillips

2520 Raymond St.
2522 Raymond St.
2526 Raymond St.
2530 Raymond St.
2536 Raymond St.
2602 Raymond St.

REMONSTRANCE

*Against the Passage of a Resolution for
Improving*

street

street

from

to

FILED WITH THE

• Roland Clegg
Mrs. Christina Nagel
Jim Brown
Jim Spivey
George Reynolds
Ronald Sparks
Geo Bittenger
Frank D. W. D. B.
Mrs. H. C. Gustafson
Mrs. C. L. Wittrock
Mrs. C. Wright
C. B. L. Wittrock
Witnicki
Frederick Rankin
Frederick Rankin
Fred. Hester
Isaac C. Macy
J. J. Antoine
E. S. Wilhoff
Harry Dunnell

2718 Raymond St.
2722 Raymond St.
2726 Raymond St.
2802 Ray.
2806 Ray.
2810 Raymond St.
2824 Raymond St.
2828 Raymond St.
2838 Raymond St.
272 Lawrence Ave.
2725 1/2 Lawrence Ave.
2815 Lawrence Ave.
2819 Lawrence Ave.
2821 Lawrence Ave.
2827 Lawrence Ave.
2810 Lawrence Ave.
2812 Lawrence Ave.
2722 Lawrence Ave.
2726 Lawrence Ave.
2726 1/2 Lawrence Ave.

REMONSTRANCE

*Against the Passage of a Resolution for
Improving*

stree

stree

from

to

FILED WITH THE

Edward Smith 611 Wayne Trace

Pearl Thompson 2609 Wayne Trace

Martie Dunn 2433 Wayne Trace

Geo R Freway 2415 Wayne Trace

Henry Grady 2409 Wayne Trace

John ... 2403

Glenn Fortney 2403 Wayne Trace

Frank J. DeVant 2402 Wayne Trace

Mary Do Karz

REMONSTRANCE

*Against the Passage of a Resolution for
Improving*

from _____

to _____

street

street

FILED WITH THE

Rec'd mail 2202 Roy St. St. W. side
Arthur P. Robinson
Wm. Steenburgh
John Henry
Frank Hartney
Ed. Wesner
Tom. J. Martin
James McElroy
Ward H. Griebel
Chas. Zimmerman
Geo. Brown
Kurt Morash

2510 New Haven Ave
3512 Reynolds St
3725 Reynolds St.
2808 New Haven Ave
4607 Fenfield Ave
3518 New Haven Ave
3001 New Haven Ave
2420 Chestnut St.
1832 Lumbard St.
3488 Reynolds St.
2708 Chestnut Street

REMONSTRANCE :

*Against the Passage of a Resolution
Improving*

from

to

FILED WITH THE

str

Improvement Res. No. _____

Resolution Adopted: _____

Confirmed: _____

Bids Received: _____

Contract Awarded: _____

Contract and Bond: _____

Contractor: _____

Reported Completed: _____

Assessment Roll Confirmed: _____

